

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER MDT03190005100		PAGE 1 OF 115					
2. ISSUED NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER SP050003R0112		6. SOLICITATION ISSUE DATE 03 OCT 21			
7. FOR SOLICITATION INFORMATION CALL:		a. NAME ALITA I. SMITH				b. TELEPHONE NUMBER (No collect calls) (215) 737-7832		8. OFFER DUE DATE/ LOCAL TIME 03 DEC 05			
9. ISSUED BY CODE DEFENSE SUPPLY CENTER PHILADELPHIA 700 ROBBINS AVENUE PHILADELPHIA, PA 19111 ATTENTION: PBBAA83				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: %FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> (B/A) SIC: 339991 SIZE STANDARD: 500		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING To be cited on each delivery order 14. THIS ACQUISITION IS <input type="checkbox"/> RFO <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP		12. DISCOUNT TERMS			
15. DELIVER TO CODE TO BE CITED ON EACH DELIVERY ORDER				16. ADMINISTERED BY CODE							
17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE TELEPHONE NO.				18a. PAYMENT WILL BE MADE BY CODE							
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM							
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT	
ALL		SEE ITEM DESCRIPTION PAGES ATTACHED									
25. ACCOUNTING AND APPROPRIATION DATA								26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA								<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED <input type="checkbox"/> AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.								29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: _____			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)							
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)				30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)				31c. DATE SIGNED	
32a. QUANTITY IN COLUMN 21 HAS BEEN				33. SHIP NUMBER		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR			
<input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				PARTIAL FINAL							
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32c. DATE SIGNED		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				37. CHECK NUMBER	
						38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER		40. PAID BY	
						42a. RECEIVED BY (Print)					
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT											
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				41c. DATE SIGNED		42b. RECEIVED AT (Location)					
						42c. DATE REC'D (YY/MM/DD)					

PerFORM (DLA)

STANDARD FORM 1449 (EG) (10-95)

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STANDARD FORM 1449 (Continued):**1. Block 8:**

Offer Due Date/Local Time: **DEC 5, 2003, 4:00 PM EST.**

2. Block 9: (continued)**Mailed offers should be sent to:**

Defense Logistics Agency
Defense Supply Center Philadelphia
PO BOX 56667
Philadelphia, PA 19111-6667
Attn: PBBAA/83 Alita I. Smith

Solicitation No: **SP0500-03-R-0112**

Opening/Closing Date and Time: **DEC 5, 2003, 4:00 PM EST.**

Handcarried Offers should be delivered to:

Defense Supply Center Philadelphia
Business Opportunities Office
Building 36, 2nd Floor, Attn: PBBAA/83 Alita I. Smith
700 Robbins Avenue
Philadelphia, PA 19111-5092

Solicitation No: **SP0500-03-R-0112**

Opening/Closing Date and Time: **DEC 5, 2003, 4:00 PM EST.**

[Examples of Hand-carried Offers include: In-Person delivery by contractor; or Fed Ex, Airborne, UPS, DHL, Emery, other commercial carrier; or USPS Express Mail, USPS Certified Mail.]

Note: All hand-carried offers are to be delivered between 8:00 a.m. and 4:00 p.m., Monday through Friday, except for legal federal holidays as set forth in 5 USC 6103. Offerors using a commercial carrier service must ensure that the carrier service “hand-carries” the package to the address specified above for hand carried offers prior to the scheduled opening/closing time. Package must be plainly marked **ON THE OUTSIDE OF THE COMMERCIAL CARRIER’S ENVELOPE** with the solicitation number, date, and time set forth for receipt of offers as indicated in **Block 8 of the Standard Form 1449.**

STANDARD FORM 1449 (Cont'd):

Facsimile offers (if authorized; see “Addendum” to 52.212-1 (b)) or offer modifications/withdrawals should be transmitted to:

(215) 737-8414 or (215) 737-9216

Offers submitted to any other telephone number shall not be considered for award.

3. Block 17a: Offeror's assigned DUNS Number:_____.

(If you do not have a DUNS number, contact the individual identified in Block 7a or see 52.212-1, Instructions to Offerors—Commercial Items (paragraph j) for information on contacting Dun and Bradstreet.)

4. Block 17b: Remittance Address: (if different from Contractor/Offeror address in block 17a.)

CAUTION NOTICE:

Solicitation SP0500-03-R-0112 seeks to place 109 National Stock Numbers (NSN's) with Nomenclature of Gaskets, Seals, etc in Federal Stock Class (FSC) 5330/5331 source controlled to Saint Gobain Corp (05939) under long-term Stock Contract with the option to add up to 318 additional NSNs via **ADDITION AND DELETION OF ITEMS - MARCH 2003** on a post-award basis via Supplemental Agreement. See solicitation language contained in the Addendum to FAR 52.212-4 for further details.

This is an Indefinite Quantity Contract (IQC) Solicitation. This solicitation contains an Option to Extend Performance for an additional two (2) **separate** one year options. Offerors **MUST complete DSCP 52.217-9I05 "OPTION TO EXTEND THE TERM OF CONTRACT – NOTICE OF EPA PROVISION** in the Addendum to FAR 52.212-4 **on page 20** in order to be considered if the Government elects to accept initial offer without discussions. An offeror's acceptance of the option provision is **mandatory**. Failure to accept the provision will result in an offer being eliminated from further consideration.

The base period of the Indefinite Quantity Contract (IQC) resulting from this solicitation will be two (2) years. The estimated quantities set forth in the schedule are estimated "ANNUAL" quantities (one year Estimates). The annual estimated quantities provided are DSCP's best "good faith" estimates of each item's annual requirements. In determining price, contractor should take into account any business risk associated with these estimates.

The estimated value of this solicitation and the resulting contract will be two (2) times the estimated annual value. See Clause DSCP 52.216-9I29 contained in the Addendum to FAR 52.212-4 for further guidance.

DSCP 52.232-9I10, "Submission of Invoice by Electronic Methods," has been added by reference to the Addendum to FAR 52.212-4.

Surge Requirements: This procurement also contains Surge Requirements. Each offeror will be required to submit a Surge Plan with its initial offer. Surge requirements are unanticipated demands for accelerated delivery of supplies or services within industrial capabilities during wartime, and during peacetime emergencies. This includes the ability of the supplier to ramp-up quickly to meet early requirements as well as to sustain the increased pace throughout the emergency. An acceptable Surge Plan **shall** become part of any forthcoming contract. Offerors should refer to the Addendums to FAR 52.212-4, FAR 52.212-1, and 52.212-2 for clauses, and a schedule of Surge Requirements.

Proposal Preparation: Offers **must** be prepared and submitted to the Government in accordance with the Instructions set forth in the Addendum to FAR 52.212-1 – "Instructions to Offerors" and in the Addendum to FAR 52.212-2 "Evaluations" of this solicitation.

Contact Alita I. Smith, BAA83 @ 215-737-7832 or email Alita.I.Smith@dla.mil.

NOTE: ALL REFERENCES TO DISC OR DISC CLAUSES SHOULD BE READ AS DSCP OR DSCP CLAUSES!

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (FEB 2002)**(a) *Inspection/Acceptance.***

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.*

The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Government wide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.*

Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.*

This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.*

The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable Delays.*

The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.*

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items

FAR 52.212-4 (Cont'd)

delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration; or 52.232-34, Payment by Electronic Funds Transfer (Other Than Central Contractor Registration, or applicable agency procedures.)

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent Indemnity.*

The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.*

Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) *Risk of Loss.*

Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin, or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.*

The contract price includes all applicable Federal, State, and local taxes and duties.

FAR 52.212-4 (Cont'd)***(l) Termination for the Government's Convenience.***

The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for Cause.

The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title.

Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty.

The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of Liability.

Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other Compliances.

The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with Laws Unique to Government Contracts.

The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of Precedence.

Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or

FAR 52.212-4 (Cont'd)

contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

If preceded by an X, the following paragraphs of 52.212-4 contain additional language:

	<u>Paragraph</u>	<u>Additional Language</u>
[X]	(a)	FAR 52.246-2, <i>Inspection of Supplies – Fixed Price</i> , is included in this contract and takes precedence over FAR 52-212-4(a).
[]	(i)	Fast Payment procedures apply. The Government will pay invoices based on the Contractor's delivery of supplies to a post office or common carrier (or, in shipments by other means), to the point of first receipt by the Government.

Addendum to FAR 52.212-4

THE CLAUSES LISTED BELOW ARE INCORPORATED BY REFERENCE WITH THE SAME FORCE AND EFFECT AS IF THEY WERE GIVEN IN FULL TEXT. UPON REQUEST, THE CONTRACTING OFFICER WILL MAKE THEIR FULL TEXT AVAILABLE. (Also, the full text of a solicitation provision may be accessed electronically at these addresses: FAR and DFARS – <http://www.acq.osd.mil/dp/dars>; DLAD, PROCLTRs and FARS Deviations – <http://www.dla.mil/j-3/j-336> ; G&I Local Clauses http://www.dscpl.dla.mil/contract/dgpa/Part52_Interface.doc.

CLAUSE NUMBER**TITLE/DATE**

FAR 52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JUL 1995)
FAR 52.211-5	Material Requirements (AUG 2000)
FAR 52.211-17	Delivery of Excess Quantities (SEP 1989)
FAR 52.227-1	Authorization and Consent (Jul 1995)
FAR 52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (AUG 1996)
FAR 52.232-17	Interest (JUNE 1996)
FAR 52.242-13	Bankruptcy (JULY 1995)
FAR 52.246-2	Inspection of Supplies – Fixed Price (AUG 1996)
FAR 52.247-34	FOB Destination (NOV 1991)
DFARS 252.204-7003	Control of Government Personnel Work Product (APR 1992)
DFARS 252.204-7004	Required Central Contractor Registration (NOV 2001)

Addendum to FAR 52.212-4 (Cont'd)

DFARS 252.209-7004	Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country (MAR 1998)
DFARS 252.225-7002	Qualifying Country Sources as Subcontractors (APR 2003)
DLAD 52.211-9004	Priority Rating for Various Long Term Contracts (MAR 2000)
DLAD 52.212-9000	Changes-Military Readiness (MAR 2001)
DLAD 52.233-9000	Agency Protests (SEP 1999)
DSCP 52.209-9114	Nonissuance of Delivery Orders Under Indefinite Delivery Type Contracts When Contractor is Either Suspended or Debarred (SEP 1992) (III)
DSCP 52.211-9109	Delivery Time – Additional Provisions (SEP 1990)
DSCP 52.216-9121	Ordering – Special Provision (OCT 1986)
DSCP 52.232-9110	Submission of Invoice by Electronic Methods (SEP 1999)
DSCP 52.246-9104	Destination Inspection and Acceptance (JAN 1989)
DSCP 52.247-9103	Consignment and Addressing Instructions (JUL 1998)

ADMINISTRATIVE COSTS OF REPROCUREMENT AFTER TERMINATION FOR CAUSE (JAN 2001)

If this contract is terminated in whole or part for cause pursuant to Paragraph (m) of the clause included in this contract entitled “Contract Terms and Conditions - Commercial Items”, and the supplies or services covered by the contract so terminated are repurchased by the Government, the Government will incur administrative costs in such repurchases. The Contractor and Government expressly agree that in addition to any excess costs of repurchase, or any other damages resulting from the Contractor’s default, the Contractor shall pay, and the Government shall accept, the sum of \$900.00 as payment in full for the administrative costs of such repurchase. The assessment of damages for administrative costs shall apply for any termination for cause for which the Government repurchases the terminated supplies or services, regardless of whether any other damages are incurred and/or assessed.

Addendum to FAR 52.212-4 (Cont'd)**TREATMENT OF NON-MANUFACTURED WOOD PALLETS AND CONTAINERS (APR 2003)**

All wooden pallets and wood containers produced entirely or in part of non-manufactured softwood species shall be constructed from Heat Treated (HT to 56 degrees Centigrade for 30 minutes) coniferous material and certified accordingly by an accredited agency recognized by the American Lumber Standard Committee, Incorporated (ALSC) in accordance with the latest revision of ALSC Non-Manufactured Wood Packing Policy and Non-Manufactured Wood Packing Enforcement Regulations (see World Wide Web URL: <http://www.alsc.org/>) All wooden pallets and containers produced entirely of non-manufactured hardwood species shall be identified by a permanent marking of "NC-US", 1.25 inches or greater in height, accompanied by the CAGE code of the pallet/container manufacturer and the month and year of the contract. On pallets, the marking shall be applied to the stringer or block on diagonally opposite sides of the pallet and be contrasting and clearly visible. On containers, the marking shall be applied on a side other than the top or bottom, contrasting and clearly visible.

FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as "minimum".
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 270 days after the termination of the last ordering period of the contract.

Addendum to FAR 52.212-4 (Cont'd)**FAR 52.211-16 VARIATION IN QUANTITY (APR 1984)**

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in the manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

Increase 2 % Decrease 2 %

DSCP 52.211-9I17 TIME OF DELIVERY (JUN 1980)

Material ordered under the terms of this contract shall be delivered within **90 days** after the date of the order. Notwithstanding any other provisions/clauses of this contract, no deliveries shall be made prior to issuance of delivery order (DD Form 1155).

ADDITION AND DELETION OF ITEMS – MARCH 2003**A. ADDITIONS.****1. Additions by the Government.**

- (a) In addition to the core listing of 109 items, the scope of the contract(s) resulting from this solicitation will include additional items that are in a universe described as Gaskets, Seals, etc source controlled to Saint Gobain Corp in the FSC 5330/5331. It is the intention of the Government to add items (see <http://www.dscp.dla.mil/gi/general/scp.htm>) to the contract that fall into this category. These items may be added during the base or option periods of this contract ***provided that*** the Contractor is able to furnish the additional item(s), and the Contracting Officer and the Contractor are able to agree to terms, including reasonable price(s) and delivery, as determined by the Contracting Officer.
- (b) If the Government makes multiple awards under this solicitation, additional item(s) will be awarded on a post-award basis via supplemental agreement to the Contractor(s) whose price and delivery is the most advantageous to the Government on an **item-by-item basis** as follows: Item description(s) will be provided to ALL successful awardees for their review and timely submission of price and delivery information. The Contractor must provide complete information should the Government elect to place these items on contract without negotiation.

Addendum to FAR 52.212-4 (Cont'd)**2. Additions or Substitutions Recommended by the Contractor.**

- (a) At any time during the performance of the contract, the Contractor may recommend changes to an item covered by its contract, or may propose alternate or substitute item(s). However, unless and until the Contracting Officer approves such recommended changes, alterations or substitutions in writing, the Contractor shall provide the item specified in the contract.
- (b) If an item is coded as a Safety Critical Item (SCI), or is a Critical Application Item (CAI), the Contractor is required to furnish an item which is in strict accordance with the technical requirements specified in the Contract Technical Data File (CTDF) for the specific National Stock Number (NSN). Any recommended or proposed changes to such items require the review and approval of the Engineering Support Activity (ESA) of the Military Service having technical cognizance of the item. In such circumstances, a complete Source Approval Request (SAR) and Technical Data Package (TDP) are required.

3. Administration of Additions under this Clause.

- (a) Item(s) to be added to the contract under this clause shall be negotiated, including price and delivery between the Government and Contractor, and will be incorporated into the contract via Supplemental Agreement.
- (b) Unless the Contracting Officer agrees to a longer period of time, the Contractor shall provide the Contracting Officer with price and delivery within ten (10) days after receipt of notification of the Government's intention to add item(s) to the contract. The Contracting Officer shall make every effort to complete his or her evaluation within thirty (30) days after receipt of the Contractor's price(s) and delivery.
- (c) Unless another time is agreed to by the Contractor and the Contracting Officer, delivery of the item(s) added to the contract shall occur within 90 days after date of order, or within 90 days after date of Modification, whichever occurs later. This provision allows for a 90-day ramp-up period from date of Modification for items added to the contract.

Addendum to FAR 52.212-4 (Cont'd)**B. DELETIONS.****1. Deletions by the Government.**

- (a) During any period of the contract resulting from this solicitation, the Government may elect to delete any item or items. These items may be deleted due to changing demand patterns, obsolescence, item substitution or because they no longer have application.
- (b) Deletion of any item from the contract by the Government will constitute a Termination for Convenience.

2. Deletions Recommended by the Contractor.

- (a) During any period of performance under the contract resulting from this solicitation, the Contractor may notify the Contracting officer as to any item(s) it deems to be obsolete, unavailable, out of production or superseded, and may recommend the deletion of such item(s) from the contract. The notice shall include complete information as to appropriate superseding, substitute, or alternate items, and how such items meet the fit, form, function and interchangeability requirements of the obsolete, unavailable, out of production, or superseded item. If an obsolete item has no replacement, the notice shall include information concerning the availability of alternate sources or substitute item(s). If, based on the recommendation of the Contractor, an item is, or a number or items are, deleted from the contract, the deletion shall be a Termination for Convenience.

3. Administration of Deletions.

- (a) Upon notice from the Contracting Officer of a proposed deletion, the Contractor shall stop work immediately on any/all undelivered orders for the item(s) identified for proposed deletion. Within ten (10) days of receipt of the notice of proposed deletion, the Contractor shall notify the Contracting Officer as to whether the proposed deletion will cause an increase or decrease in, or have no effect on, the cost to the Government under the contract, and shall provide an estimate of any cost impact. Unless a longer period is authorized by the Contracting Officer, within 30 days of receipt of a Modification deleting one or more items from the contract, the Contractor shall submit its termination settlement claim.
- (b) As soon as practicable after receipt of a recommendation from

Addendum to FAR 52.212-4 (Cont'd)

the Contractor to delete one or more items from the contract, the Contracting Officer will notify the Contractor of approval or disapproval of the recommendation. The Contracting Officer will be required to coordinate the proposed deletions with DSCP's customer-users and Engineering Support Activities (ESAs) having technical jurisdiction of the item(s). Upon coordination/approval of a proposed deletion, the Contracting Officer will issue a Modification implementing the deletions.

- (c) Unless a longer time has been authorized by the Contracting Officer, the Contractor shall submit its claim for termination settlement costs, if any, no later than thirty (30) days after receipt of the deletion notice, or shall notify the Contracting officer within that time period that the deletion may be at no cost to either party. This applies whether the deletion is the determination of the Contracting Officer's own initiative, or whether the deletion is the result of the Contracting Officer's acceptance of the Contractor's recommendation that an item, or items be deleted.
- (d) Deletions (terminations for convenience) shall be implemented by a Contract Modification. Upon agreement as to settlement costs, if any, a Supplemental Agreement signed by the Contractor and the Contracting Officer shall finalize the agreement.
- (e) Failure of the Contractor and the Contracting Officer to agree on the amount of a termination settlement shall constitute a dispute under the "Disputes" clause of the contract.

DSCP 52.216-9I29 DELIVERY ORDER LIMITATIONS – INDEFINITE QUANTITY CONTRACT - STOCK BUYS (MAY 1997)

- (a) Definitions.
 - (1) The term, "**Contract Year**," means a period of twelve (12) calendar months commencing on the contract date and continuing through the twelfth (12th) calendar month thereafter.
 - (2) The term, "**Annual Estimated Quantity**," refers to the Government's good faith estimate of the requirements for each item during a specified contract year. If no specific contract year is cited, the annual estimated quantity shall apply to each and every contract year during the period of the contract, including each option year, if any.
 - (3) The "**Annual Estimated Amount**" for an item is the amount derived by multiplying the annual estimated quantity by the contract unit price at which the item is awarded.

Addendum to FAR 52.212-4 (Cont'd)

- (4) The “**Annual Estimated Value of the Contract**” is the sum of the annual estimated amounts of the items awarded. If the contract base period is in excess of one year, the “Estimated Value of the Contract” will be the annual estimated value of the contract multiplied by the number of years in the base period.
 - (5) The term, “**Base Contract Period,**” defines a period of performance consisting of one or more contract years. For this contract, the base contract period is **two** contract year(s), commencing on the contract date and extending through the **twenty fourth** calendar month thereafter.
 - (6) The term, “**Guaranteed Minimum,**” is that minimum quantity, or that minimum dollar value, which the Government will guarantee the Contractor for the effective period of the contract. This is not to be confused with the Minimum Order Limitation set forth in Paragraph (b) below. The guaranteed minimum is set forth in Paragraph (e) below.
- (b) “**Minimum Order.**” As applicable, the minimum quantity, or the minimum dollar value, for any individual delivery order issued under this contract will be **50% of the Annual Estimated Quantity.** In the event that this contract includes incremental or stepladder pricing provisions, the minimum quantity for any item shall not be less than the lowest quantity set forth in the lowest quantity increment, even if the quantity ordered is part of the guaranteed minimum under Paragraph (e) below.
- (c) “**Maximum Order Limitation.**” Subject to the provisions of Paragraph (e) below related to the Guaranteed Minimum, the Contractor is not obligated to honor----
- (1) Any order for an item in excess of **200% of annual estimated quantity.**
 - (2) Any order for a combination of items in excess of \$ n/a .
 - (3) A series of orders from the same ordering office within a period of **90 days** that together call for quantities or dollar values in excess of the limitations in (1) or (2) of this Paragraph (c).
- (d) Notwithstanding the maximum order limitations set forth in (c) above, the Contractor shall honor any order exceeding those maximum order limitations, unless that order, or orders, is/are returned to the ordering office within **five days** after issuance, with written or electronic notice stating the contractor's intent not to ship the item or items covered by the order(s) and the reasons therefore. Whereupon, the Government may either (i) reissue the order within the maximum order limitations, or (ii) order the supplies from another source. This notice does not apply to the guaranteed minimum set forth in Paragraph (e) below, which requires the Contractor to deliver any quantity within the guaranteed minimum so long as it is in excess of the minimum order limitation of Paragraph (b).
- (e) **Guaranteed Minimum.**
- (1) Scope of Guaranteed Minimum
 - a. For a contract with a base period of one year, if the minimum guarantee is stated in terms of quantity, the guaranteed minimum will be a percentage of the annual estimated quantity of the item.
 - b. For a contract with a base period of one year, if the minimum guarantee is stated in terms of a dollar value, the guarantee will be determined at the time of award and will be a percentage of the aggregate of the annual estimated amounts of the items awarded.

Addendum to FAR 52.212-4 (Cont'd)

- c. For a contract with a base period of more than one year, if the minimum guarantee is stated in terms of quantity, the guarantee will be a percentage of the annual estimated quantity for each item awarded multiplied by the number of contract years in the base period. For a contract with a base period of more than one year, if the minimum guarantee is stated in terms of a dollar value, the guarantee will be a percentage of the annual estimated value multiplied by the number of contract years in the base period.
 - d. The minimum guarantee for any option period will be a percentage of the annual estimated quantity for each item covered by the option, if the guaranteed minimum is stated in terms of quantity, or will be a percentage of the annual estimated value, if the guaranteed minimum is stated in terms of dollar value.
- (2) The Government guarantees that it will order under this contract, (and under the contract awarded for any partial set-aside) the following minimum, as applicable:
 - ☐ A quantity of each item which represents _____ percent of the annual estimated quantity of the item awarded. (Base period of one year).
 - ☐ Supplies which have a dollar value of at least _____ percent of the annual estimated value reflected on Page 1 of the contract/award. (Base period of one year).
 - ☐ A quantity of each item which represents _____ percent of the annual estimated quantity of the item awarded multiplied by _____ (Base period of two or more years).
 - ☒ - Supplies which have a dollar value of **at least ten percent** of the annual estimated value multiplied by **two** (Base period of two or more years).
- (3) Subject only to the minimum per order specified in Paragraph (b) above, in the sole discretion of the contracting officer, the guarantee may be placed by a single delivery order or by any number of delivery orders. The maximum quantity per order does not apply until after the guaranteed minimum.
- (4) In the event that a single delivery order covers supplies which are both within the guaranteed minimum and in excess of the guaranteed minimum, the maximum delivery order limitations, in Paragraph (c) shall apply, and the Contractor shall be governed by the notice requirement of Paragraph (d).
- (5) The aggregate of the delivery orders issued during the base contract period will be applied to the minimum guarantee as defined above. When the aggregate of the delivery orders equals or exceeds the guaranteed quantity or guaranteed dollar value, as applicable, the minimum guarantee will have been met, and the Government's obligations with regard to the guarantee will have been satisfied.

Addendum to FAR 52.212-4 (Cont'd)

- (f) **“Maximum Contract Limitation.”** Notwithstanding any other provisions of this clause or provisions included elsewhere in this solicitation, the maximum quantity or maximum dollar value that may be obligated against this contract is **\$5,000,000.00.**

FAR 52.216-18 ORDERING (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. **Such orders may be issued from effective date of the award through a date exactly two calendar year(s) after the effective date of the award/contract.**
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

DSCP 52.217-9I05 OPTION TO EXTEND THE TERM OF THE CONTRACT - NOTICE OF EPA PROVISION (ALTERNATE) (JUL 1992) ADDENDUM I DSCP (OCT 1994)

(a) **OPTION PROVISION**

- (1) At the option of the Government, this contract may be extended for up to, but not exceeding, **two years** beyond the two year base contract years. The total duration of the contract, including the base contract year, shall not exceed **four years**. The option may be exercised in increments of One (1) Year by written notice to the Contractor at least Thirty (30) days prior to the date of expiration of the then existing terms.
- (2) During any term of this contract, whether the base contract year or any option year(s), prices will be subject to adjustment in accordance with the clause of this contract entitled, **EPA Industrial Commodities** (DSCP 52.216-9I25 – MAY 1996). For purposes of the limitation on the aggregate of the increases provided by the applicable EPA clause, such adjustments shall be cumulative but not duplicative. Namely, the aggregate of the increases for orders issued during a contract term shall be governed by the limitation applicable to that contract term, and shall not be duplicated or increased because performance of the order in accordance with the delivery schedule therein causes the adjusting date to fall within a subsequent contract term which has its own limitation on aggregate increases.

Addendum to FAR 52.212-4 (Cont'd)**(b) TERMS AND CONDITIONS**

- (1) The terms and conditions of the contract for and during any period for which the option has been exercised shall be the same as those terms and conditions contained in the contract for the base contract year, subject to any adjustments in the price(s) which are warranted under Subparagraph (a)(2) above.
- (2) THE EFFECTIVE DATE OF THE MODIFICATION by which the option is exercised will be that date on which the then current term of the contract expires. For purposes of establishing the "contract price(s)" subject to adjustment under the clause entitled "Economic Price Adjustment," the "contract price(s)" on the first day of any option period will be the contract price(s) in effect on the last day of the term or period immediately preceding the period for which the option has been exercised.

(c) EVALUATION OF OFFERS

- (1) Offers will be evaluated on the basis of the price(s) submitted for the base contract year only, without regard to the inclusion of this "Option" provision. The reasons are as follows:
 - (i) Offerors are not permitted to offer prices for the "Option" year(s) which differ from those of the base contract year.
 - (ii) This Solicitation and Offer includes a provision for Economic Price Adjustment. Therefore, offerors must submit prices which do not include contingencies for increases in costs.
- (iii) The provision of this Solicitation and Offer pertaining to the Economic Price Adjustment applies to the base contract year and to all "Option" years.
- (2) CAUTION NOTICE - ASSENT TO OPTION PROVISION
OFFERORS MUST SUBMIT OFFERS WHICH INCLUDE THIS OPTION PROVISION, AND MUST INDICATE THEIR ASSENT TO INCLUSION OF THE CLAUSE EITHER BY PLACING AN "X" IN THE BLOCK BELOW, OR BY INDICATING CLEARLY ELSEWHERE IN THE OFFER THAT THEY HAVE READ AND UNDERSTAND THE CLAUSE, AND THAT THEY AGREE TO ITS INCLUSION IN THE RESULTING CONTRACT.

*** [] OFFEROR HAS READ AND UNDERSTANDS THE FOREGOING OPTION PROVISION, AND ASSENTS TO ITS**

Addendum to FAR 52.212-4 (Cont'd)**INCLUSION IN ANY CONTRACT RESULTING FROM THIS SOLICITATION AND OFFER.**

FAILURE TO INDICATE ASSENT TO THE CLAUSE ABOVE, OR ELSEWHERE IN THIS SOLICITATION AND OFFER, WILL RESULT IN REJECTION OF THE OFFER AS NONRESPONSIVE, AND MAY PRECLUDE CONSIDERATION OF THE OFFER IF THIS IS A NEGOTIATED SOLICITATION AND THE CONTRACTING OFFICER ELECTS TO MAKE AWARD WITHOUT DISCUSSIONS.

ADDENDUM I DISC (OCT 1994)

- ☒ (d) [This paragraph (d) applies if an "X" is indicated in the box provided here and in the appropriate area below and shall take precedence over any provisions of this contract or of this "Option" clause which are inconsistent herewith.]
- ☒ (1) For purposes of this contract there will be more than a one year base contract period; the base contract period will be **two years**. Therefore, where reference may be made elsewhere in this solicitation/contract or in this clause to a one (1) year base contract period, a **two year base contract** period shall apply.
- ☒ (2) The terms and conditions of the contract for and during any period for which the "Option" provision has been exercised shall be the same as those terms and conditions contained in the contract for the **two year** base contract period, except that the Government's Guaranteed Minimum shall be calculated as follows:

(i) Guaranteed Minimum Expressed in Dollars.

For each Option year, the Guaranteed Minimum will be equal to an amount represented by that fraction of the base contract period's Guaranteed Minimum which represents one (1) year of the guaranteed amount. For example if the base contract period is two (2) years, the Guaranteed Minimum for each Option year will be equal to one-third of the Total Estimated Guaranteed Minimum Value established for the base contract period.

(ii) Guaranteed Minimum Expressed in Quantity.

For each Option year, the Guaranteed Minimum will be equal to that

Addendum to FAR 52.212-4 (Cont'd)

quantity which is that fraction of the quantity of the base contract period's Guaranteed Minimum representing one (1) year of the guaranteed amount. For example if the base contract period is two (2) years, the Guaranteed Minimum for each Option year will be equal to one- third of the Total Estimated Guaranteed Minimum Quantity established for the base contract period.

DSCP 52.216-9I25 ECONOMIC PRICE ADJUSTMENT - INDUSTRIAL COMMODITIES (MAY 1996)

(a) General. The unit prices of this contract shall be subject to adjustment periodically as provided herein. Although this contract has a base period of two years with two, one year additional option years, all adjustments will be on the basis of contract calendar year as defined herein.

(b) Definitions. The terms used in this clause are defined as specified below:

(1) Economic Indicator. The economic indicator for purposes of price adjustments to be made under this clause, will be the preliminary version of the Producer Price Index (PPI), set forth in PPI WPU03thru15 (Industrial Commodities) of the monthly report entitled, "Producer Prices and Price Indexes," published by the Bureau of Labor Statistics (BLS), United States Department of Labor, for the Code Number and Commodity listed below:

CODE NUMBER AND COMMODITY

Code No: FSC 5330/5331, Table WPU03thru15 , Commodity: Industrial Commodities

For the purposes of making price adjustments in accordance with this clause, only the preliminary version of the Producer Prices and Price Indexes report will be used. No additional adjustments will be made based on issuance of the final version of the report.

(2) Contract Date. The term which means the date of award of the contract(s) resulting from this solicitation, as set forth on the first page of the Award/Contract (Standard Form 1449).

(3) Contract Calendar Year. The term that means a one (1) calendar-year period consisting of twelve (12) calendar months. The first contract calendar year shall commence on the contract date and shall end on a date exactly twelve calendar months thereafter. Each succeeding contract calendar year shall commence on the day immediately following the last day of the preceding contract calendar year. This definition shall apply to yearly periods of the base contract term as well as to any option periods.

Addendum to FAR 52.212-4 (Cont'd)

(4) Contract Price. For purposes of this contract, the term, "contract price," shall mean:

- (i) For the first Contract Calendar Year, the price(s) shown on the Award/Contract on the Contract Date.
- (ii) For each succeeding Contract Calendar Year, the contract price(s) from the previous Contract Calendar Year appropriately adjusted pursuant to this clause.

(5) Base Price Index. For purposes of price adjustment under this clause, this term shall mean:

- (i) For the First Contract Calendar Year, the PPI for the economic indicator for the month of the Contract Date.
- (ii) For each succeeding Contract Calendar Year, the average PPI for the economic indicator for the preceding Contract Calendar Year, calculated from the month of the contract date through the next succeeding eleven (11) months.

(6) Adjusting Price Index. For purposes of price adjustment under this clause, this term shall mean the average PPI for the economic indicator for the preceding Contract Calendar Year, calculated from the month of the contract date through the next succeeding eleven (11) months.

NOTE: The adjusting Price Index for one Contract Calendar Year becomes the Base Price Index for the next succeeding Contract Calendar Year.

(c) Price Adjustment Periods. Performance of this contract is divided into successive periods designated, "Contract Calendar Years," as defined in Subparagraph (b) (3) above. The anniversary of the First Contract Calendar Year shall be the first day of each succeeding Contract Calendar Year, and shall constitute the "Contract Date" for purposes of establishing the Base Price Index for the ensuing Contract Calendar Year. Further, the calendar month in which the anniversary of the First Contract Calendar Year falls shall be the "month of the contract date" for such purposes.

(d) Price Adjustment. The unit prices under this contract shall be subject to adjustment at the end of each Contract Calendar Year, whether the Contract Calendar Year is within the **two** year base contract term, or is in any "Option" period of the contract. Subject to the limitations set forth in this clause, the prices shall be adjusted by the same percentage that the Adjusting Price Index bears to the Base Price Index. Upon publication of the Adjusting Price Index, the Contracting Officer shall calculate the price adjustment as follows:

Addendum to FAR 52.212-4 (Cont'd)

- (1) Divide the Adjusting Price Index by the Base Price Index to arrive at a quotient; and,
- (2) Multiply the quotient derived above by the applicable contract unit price(s) for the preceding Contract Calendar Year.

The PPI to be used in calculating the above price adjustment(s) shall be that index for the Code Number and Commodity specified in Paragraph (b) (1) above. If the BLS fails to publish the selected index for the Code Number and Commodity during the preceding Contract Calendar Year, or if the Code Number and Commodity of the index cease to be relevant with respect to the intent of this clause, the Contractor and the Contracting Officer shall agree on an appropriate method of establishing the Adjusting Price Index. Failure of the Contractor and Contracting Officer to agree on an appropriate Adjusting Price Index shall constitute a dispute within the meaning of the "Disputes" clause of the contract.

(e) Contract Modifications. Subject to the limitations in Paragraph (f) of this clause, at the end of each Contract Calendar Year, the price adjustment(s) to be made hereunder shall be evidenced by a Modification signed by the Contractor and the Contracting Officer. The Modification shall be issued within thirty (30) days of the final day of the preceding Contract Calendar Year, and:

- (1) Shall set forth the unit price(s) as adjusted in accordance with this clause to establish the Contract Price(s) for the ensuing Contract Calendar Year; and
- (2) Shall adjust the unit prices for supplies covered by Delivery Orders which were issued during the preceding Contract Calendar Year, but are undelivered on the first day of the second or other succeeding Contract Calendar Year; and
- (3) Shall adjust the unit prices for supplies covered by Delivery Orders issued between the first day of the second or other succeeding Contract Calendar Year and the date of issuance of the Modification unless already adjusted under (e) (1) above; and,
- (4) Shall set forth an aggregate monetary adjustment, by way of increase or decrease, to cover the net adjustment due either to the Contractor or to the Government for all supplies covered by Delivery Orders under which delivery was completed during the preceding Contract Calendar Year. If the adjustment results in an increase in the price(s), the monies shall be obligated at the time of the mailing of the finalized Modification to the Contractor, and the Contractor shall submit the invoice therefore, with specific reference to the Modification by which the adjustment has been implemented. If the adjustment results in a decrease in the price(s), the Contractor shall submit its check or its credit memorandum in the amount of the decrease within thirty (30) days of the date of the Modification.

Addendum to FAR 52.212-4 (Cont'd)

Failure by the Contractor to remit payment, or to furnish a credit memorandum within the thirty (30) day period, will result in initiation by the Contracting Officer of debt collection procedures, including administrative offset against monies owed by DSCP to the Contractor under this contract or any other contract(s).

(f) Limitations. Notwithstanding any other provision of this clause, price adjustments hereunder shall be subject to the following limitations:

(1) Any upward economic price adjustment shall not exceed **10 %**. Accordingly, at the end of each Contract Calendar Year when prices hereunder are adjusted to establish the contract price(s) for the ensuing Contract Calendar year such adjustment shall not exceed **10 %**. Further, the aggregate monetary increase under this clause shall not exceed **10 %** of the aggregate value of all Delivery Orders for which delivery was completed during the Contract Calendar Year for which the adjustment applies.

(2) There shall be no limitation on the decreases under this clause.

(g) Disputes. Any disagreement which arises in connection with the administration of this clause shall constitute a dispute under the "Disputes" clause of the contract.

(h) Warranty. The Contractor warrants that, as of the contract date, the price(s) set forth in this contract do not include any contingencies or allowances for increases in the cost of performance related to cost elements which are included in the PPI established by the BLS for the Code No. and Commodity set forth in Paragraph (b) (1) of this clause.

I196 DSCP 52.217-9I16 SURGE OPTION REQUIREMENT (OCT 2001)

Notwithstanding any order limitations specified elsewhere in this solicitation, the contractor must satisfy the surge and sustainment requirements set forth in this clause.

(a) Definition.

Surge Requirements are unanticipated demands for accelerated delivery of supplies or services within existing industrial capabilities during wartime and during peacetime emergencies. This includes the ability of the supplier to ramp-up quickly to meet early requirements as well as to sustain the increased pace throughout the emergency.

(b) Surge Option.

The Government reserves the right to exercise an option under this contract to meet surge requirements on an item-by-item basis as shown on the attached spreadsheet(s). The

Addendum to FAR 52.212-4 (Cont'd)

Government also reserves the right to accelerate the rate of delivery called for by the contract, if this is a definite quantity contract; or, if this is an indefinite delivery contract, establish an accelerated rate of delivery for orders issued under this option.

(c) Special Terms and Conditions Related to Surge Requirements.

If the Contractor is a manufacturer, the materials needed to produce the surge quantities specified in the attached spreadsheet shall be acquired, stored and managed by the Contractor. If the Contractor is a non-manufacturer, the resources needed (for example, access to raw material, inventories, production capabilities, and transportation services) to provide the surge quantities as specified in the attached spreadsheet shall be obtained by the Contractor. In either case, the Contractor shall maintain and rotate these materials and/or end items and/or continuously maintain access to the resources needed to support surge requirements. The Contractor is contractually obligated to ensure that the capabilities exist to fulfill the surge requirements specified in the attached spreadsheet, if and when the Surge Option is exercised.

The Contractor shall not revise the surge option delivery schedule without the prior approval of the contracting officer.

The contracting officer may exercise this Surge Option at any time prior to acceptance by the Government of the final scheduled delivery under the contract. At his or her discretion, the contracting officer may provide preliminary notification of the exercise of this Surge Option verbally or by written or electronic means, which shall state the quantities to be added or accelerated under the terms of the clause. The preliminary notice will be followed by a Contract Modification incorporating the previously given notice, and establishing a not-to-exceed price, unless a previously agreed to surge option price has been established. The not-to-exceed price shall be the highest contract unit price for the added or accelerated items on the date of the notice.

The prices applicable to the basic contract quantities shall be those prices stated in the Award/Contract. The prices applicable to the surge option quantities shall be the agreed to or not-to-exceed prices mentioned in the preceding paragraph. If an agreed to price has not been established at the time of the exercise of the surge option, no later than thirty (30) days after the date of the exercise of the option, the Contractor shall submit a cost or price proposal, together with justification for the cost/price, including holding or storage costs, for the materials required to produce the added/accelerated items (if the Contractor is a manufacturer), or for the added or accelerated items (if the Contractor is a non-manufacturer). Any failure to agree on a final price applicable to those materials or items within the scope of this Surge Option provision shall be a dispute within the meaning of the Disputes clause of the contract. However, nothing in this clause shall be cause for the Contractor to refrain from performance under the Surge Option pending resolution of any dispute.

Addendum to FAR 52.212-4 (Cont'd)

The Contractor will not be required to deliver supplies or services at a rate greater than the delivery rate detailed in the attached spreadsheet. Further, no delivery under the exercise of this Surge Option shall be required more than 24 calendar months subsequent to Government acceptance of the final scheduled delivery under the contract.

Example

Final Day of Contract: 31 Dec 01

Final Delivery Order

Issued Under Contract: 30 Dec 01 (Due Date - 31 May 02)

Acceptance of Final

Delivery Order by Gov't: 28 May 02

The Surge Option may be exercised any time up until 28 May 02. No delivery under the Surge Option is required after 28 May 04.

Materials or supplies, up to the maximum surge period quantity cited in the attached Surge Spreadsheet, purchased by the Contractor in anticipation of the exercise of this Surge Option will be purchased by the Government if, during contract performance, the Surge Option is not invoked and the Contractor can demonstrate that the materials or supplies have no commercial market value. If the contract contains a Guaranteed Minimum either in quantities or dollar value, which has not been expended by the conclusion of the contract, payment(s) toward such guaranteed minimum shall be applied against the Contractor's claim for reimbursement of such purchases.

(d) Surge Testing.

The Government reserves the right to perform surge tests, or to require the contractor to conduct surge tests, to validate the surge capabilities (i.e., ability to ramp up quickly, to sustain a required level, or both) as described in the contractor's surge and sustainment plan. These tests may be paper exercises, simulations, participation in live exercises, participation in Joint Chiefs of Staff (JCS) and Commander-in-Chief (CINC) exercises approved in the DLA Joint Training Plan, or any other methodology that can validate the contractor's surge and sustainment capability. Within one week after conduct of the test, the Contractor shall submit to the contracting officer a validation results report that clearly describes performance under the test, identifies all deficiencies found, and provides a plan of action to remedy these deficiencies.

Addendum to FAR 52.212-4 (Cont'd)

The surge requirements are as follows:

NSN	30	60	90	120	150	180	Total
5330-00-338-2511	6	6	6	6	6	6	36
5330-00-338-2536	1	1	1	1	1	1	6
5330-00-338-2643	2	2	2	2	2	2	12
5330-00-427-6512	47	47	47	47	47	47	282
5330-00-975-0245	13	12	11	0	0	0	36
5330-01-118-9142	12	13	43	34	34	34	170
5330-01-171-2922	8	8	8	8	8	8	48
5330-01-183-0551	12	12	12	12	12	12	72
5330-01-252-3111	1	0	0	0	0	0	1
5330-01-381-4830	5	5	5	5	5	5	30
5330-01-381-4867	16	16	16	16	16	16	96
5330-01-397-7530	7	7	7	7	7	7	42
5330-01-398-0043	5	5	5	5	5	5	30
5330-01-399-6841	11	11	11	11	11	11	66

The following three (3) CSI clauses pertain to NSN 5530 01 285 3013 from the present core listing of NSNs, as well as any future CSI adds:

DLAD 52.211-9005 CONDITIONS FOR EVALUATION AND ACCEPTANCE OF OFFERS FOR CRITICAL SAFETY ITEMS (APR 2002)

(a) Definitions.

"Actual manufacturer" means an individual, activity, or organization that performs the physical fabrication processes that produce the deliverable part or other items of supply for the Government. The actual manufacturer must produce the part in-house. The actual manufacturer may or may not be the design control activity.

"Approved source" means a prime contractor or the actual manufacturer(s) cited in the acquisition identification description (AID). It does not include design control activities with no manufacturing capability.

"Critical safety item" (CSI) means a part, assembly, installation, or production system with one or more critical characteristics that, if not conforming to the design data or quality requirements, would result in an unsafe condition that could cause loss of, or serious damage to, the end item or major components, loss of control, or serious injury or death to personnel.

"Design control activity" means a contractor or Government activity having responsibility for the design of a given part, and for the preparation and currency of engineering drawings and other technical data for that part. The design control activity may or may not be the actual manufacturer.

Addendum to FAR 52.212-4 (Cont'd)

"Exact product" and "alternate product" are defined in the provision at DLAD 52.217-9002, Conditions for Evaluation and Acceptance of Offers for Part Numbered Items.

"Prime contractor" means a contractor having responsibility for design control and/or delivery of a system/equipment such as aircraft, engines, ships, tanks, vehicles, guns and missiles, ground communications and electronics systems, and test equipment.

"Rebranding" means remarking, re-labeling, repackaging, or otherwise obscuring the marking of the approved source cited in the AID (i.e., the prime contractor or actual manufacturer).

(b) The item being acquired is a critical safety item (CSI). Given their vital importance and the catastrophic consequences that can result if they fail, procurement of these items requires the highest standards of oversight and verification.

(c) This clause applies only to offers of "exact product." Offers of "alternate product" will be evaluated in accordance with the clause at DLAD 52.217-9002. Offerors of Government surplus material must comply with the requirements in the clause at DLAD 52.211-9000 in addition to this clause, and surplus offers will be evaluated in accordance with the provision at DLAD 52.211-9003.

(d) If the Offeror is the prospective awardee and is not currently an approved source cited in the acquisition identification description (AID) on the schedule page of this solicitation, the Offeror will be requested by the Contracting Officer to provide documented evidence prior to award sufficient to establish that the item being offered is (or will be) the exact item cited in the AID and is (or will be) manufactured by an approved source cited in the AID, modified (if necessary) to conform to any additional requirements set forth in the AID, and is (or will be) manufactured by or under the direction of an approved source cited in the AID. Additionally, if the Offeror manufactures the offered item for an approved source cited in the AID, evidence of approval and acceptance by the approved source will be required. Evidence must include the following at a minimum, plus whatever additional evidence the Contracting Officer determines necessary to sufficiently establish the identity of the item and its manufacturing source:

(1) If offered item(s) are "not in stock" or "not yet manufactured" --

(i) A copy of Offeror's Request for Quotation to approved source cited in AID; and

(ii) An original, hard copy of quotation received by Offeror from approved source cited in AID; or other verifiable documentation of quotation. (If Offeror is unable to provide this documentation to the Contracting Officer prior to award, it must be provided to the Quality Assurance Representative (QAR) for examination at time of source inspection.)

(iii) For offers of surplus material, a completed 52.211-9000 with supporting documentation.

(2) If offered item(s) are "shipped" or "in stock" --

(i) A copy of invoice on approved source's letterhead. (Invoice must identify exact item cited in AID and a quantity sufficient to satisfy the solicitation requirement.); or

Addendum to FAR 52.212-4 (Cont'd)

(ii) A copy of packing slip which accompanied shipment from approved source to Offeror. (Packing slip must identify exact item cited in AID and a quantity sufficient to satisfy the solicitation requirement; or

(iii) For offers of surplus material, a completed 52.211-9000 with supporting documentation; and

(iv) Inventory control records to establish that items Offeror proposes to furnish under current order are still in Offeror's stock. (This documentation is mandatory and must be provided to Quality Assurance Representative (QAR) for examination at time of source inspection. Documentation may be provided to Contracting Officer prior to award, at Offeror's discretion.)

(3) If Offeror is an authorized dealer/distributor, or manufactures the item for an approved source --

(i) An authorized dealer/distributorship agreement, licensee agreement, or other type of agreement. (The agreement must specifically identify the exact item, or otherwise ensure that the Offeror is authorized by the approved source to manufacture or distribute the exact item being acquired. If the agreement covers a general product line or is otherwise not product-specific, the Offeror must also furnish additional documentation to address the exact item being acquired (see above).); or

(ii) Letter from an approved source cited in the AID, specifically identifying Offeror as authorized to distribute or manufacture the exact item cited in the AID for that approved source; or

(iii) Other verifiable information (e.g., listing of authorized dealers on official Web page of an approved source) to establish the Offeror's authority to manufacture or distribute the exact item cited in the AID for an approved source cited in the AID.

(4) When the AID specifies a revision number --

(i) Documentation establishing that the offered item was (or will be) made in accordance with the revision cited in the AID. (This requirement is considered to have been met when documentation provided by Offeror to satisfy other portions of this clause or solicitation already establishes that offered item was (or will be) made to the revision cited in the AID); or

(ii) Documentation identifying the revision offered and the differences between the revision offered and the revision cited in the AID.

(e) By the submission of this offer, the Offeror represents that --

(1) The item(s) to be provided to the Government --

(i) Is (or will be) in full compliance with all requirements specified in the solicitation; and

(ii) Is not (or will not be) --

Addendum to FAR 52.212-4 (Cont'd)

- (A) A factory second;
- (B) Changed, mutilated, or rebranded;
- (C) A manufacturer's overrun;
- (D) A rejected item; or
- (E) Government surplus material (unless Offeror has complied with clause at DLAD 52.211-9000, Government Surplus Material).

(2) In the event of item failure, Offeror will have access to, and will provide to the Government upon request, all information necessary to trace the item back through the manufacturing process.

(3) Any documentation provided by Offeror will correspond to the exact item(s) that will be furnished to the Government; or Offeror will obtain updated documentation and provide it to the Government (if, for example, Offeror sells item(s) to another Buyer before award or before tender for acceptance).

(f) Failure to provide adequate documentation within the timeframe requested by the Contracting Officer may result in rejection of the offer.

DLAD 52.211-9006 CHANGES IN CONTRACTOR STATUS, ITEM ACQUIRED, AND/OR MANUFACTURING PROCESS/FACILITY - CRITICAL SAFETY ITEMS (July 2002)

(a) If any changes occur in the Contractor's business status or relationship with the approved source(s) after award of this contract (such as, for example, inability to obtain manufacturing process information; or changes in status as authorized dealer/distributor, or in terms of licensing arrangement), the Contractor shall immediately provide notification and documentation of the changes to the Administrative Contracting Officer (ACO).

(b) The Contractor shall immediately provide to the Administrative Contracting Officer (ACO) notification (and documentation, if available) of any of the following changes the Contractor becomes aware of:

- (1) Later revisions to drawings, specifications or standards that differ from the revision cited in the acquisition identification description (AID) in the contract;
- (2) Changes in the manufacturing process;
- (3) A change in the approved source's manufacturing location; or
- (4) A transfer of manufacturing facilities by the approved source since last manufacture.

DLAD 52.211-9007 WITHHOLDING OF MATERIEL REVIEW BOARD (MRB) AUTHORITY –CRITICAL SAFETY ITEMS (July 2002)

The item being acquired is a critical safety item. Notwithstanding any other

Addendum to FAR 52.212-4 (Cont'd)

term or condition included in this contract/agreement, Materiel Review Board (MRB) authority is hereby withheld. (This clause does not apply to sources that have explicit authority to retain MRB authority, which are identified on the DSCR Technical Oversight Office (TOO) Web site at <http://www.dscr.dla.mil/vg/CriticalPartReview.htm>.)

FAR 52.212-5 CONTRACT TERMS AND CONDITIONS EQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (JUNE 2003)

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

{Contracting Officer shall check as appropriate.}

- ☒ (1) **52.203-6**, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995)(41 U.S.C. 253g and 10 U.S.C. 2402).
- ☐ (2) **52.219-3**, Notice of Total HUBZone Set-Aside (JAN 1999)(15 U.S.C. 657a).
- ☐ (3) **52.219-4**, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 1999)(if the offeror elects to waive the preference, it shall so indicate in its offer.)(15 U.S.C. 657a)
- ☐ (4)(i) **52.219-5**, Very Small Business Set-As (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994.)
- ☐ (ii) Alternate I (MAR 1999) of 52.219-5.
- ☐ (iii) Alternate II of (JUNE 2003) of 52.219-5.
- ☐ (5) (i) **52.219-6**, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
- ☐ (ii) Alternate I (OCT 1995) of 52.219-6.
- ☐ (6) (i) **52.219-7**, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
- ☐ (ii) Alternate I (OCT 1995) of 52.219-7
- ☒ (7) **52.219-8**, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637 (d)(2) and (3)).
- ☒ (8) (i) **52.219-9**, Small Business Subcontracting Plan (JAN 2002)(15 U.S.C. 637 (d)(4)). *[Add Alternate I when using Sealed Bidding procedures. Add Alternate II when subcontracting plans are required at time of initial proposal; generally, this Alternate should be included.]*
- ☐ Alternate II (OCT 2001) of 52.219-9.
- ☐ (9) **52.219-14**, Limitation on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)). *[Paragraphs 10 through 12 are not applicable to DoD contracts at this time.]*

FAR 52.212-5 (Cont'd)

- _____ (10)(i) **52.219-23**, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323)
(if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- _____ (ii) Alternate I (JUNE 2003) of 52.219-23
- _____ (11) **52.219-25**, Small Disadvantaged Business Participation Program – Disadvantaged Status and Reporting (OCT 1999)(Pub. L. 103-355, section 7102, And 10 U.S.C.2323).
- _____ (12) **52.219-26**, Small Disadvantaged Business Participation Program – Incentive Subcontracting (OCT 2000)(Pub. L. 103-355, section 7102, and 10 U.S.C.2323).
- _____ (13) **52.222-3**, Convict Labor (JUNE 2003) (E.O. 11755).
- x (14) **52.222-19**, Child Labor - Cooperation with Authorities and Remedies (SEP 2002) (E.O. 13126).
- x (15) **52.222-21** Prohibition of Segregated Facilities (FEB 1999).
- x (16) **52.222-26**, Equal Opportunity (APR 2002) (E.O. 11246).
- x (17) **52.222-35**, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- x (18) **52.222-36**, Affirmative Action for Workers with Disabilities (JUNE 1998) (29 U.S.C. 793).
- x (19) **52.222-37**, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- _____ (20)(i) **52.223-9**, Estimate of Percentage of Recovered Material Content for EPA- Designated Products (AUG 2000)(42 U.S.C. 6962(c)(3)(A)(ii)).
- _____ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C))

[Paragraphs (21) - (23) are not applicable to DoD contracts and have been deleted.]

- x (24) **52.225-13**, Restriction on Certain Foreign Purchases (JUNE 2003)(E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

[Paragraphs (25) and (26) are not applicable to DoD contracts and have been deleted.]

- _____ (27) **52.232-29**, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- _____ (28) **52.232-30**, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

FAR 52.212-5 (Cont'd)

- ☒ (29) **52.232-33**, Payment by Electronic Funds Transfer – Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
- ☐ (30) **52.232-34**, Payment by Electronic Funds Transfer – Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332.)
- ☐ (31) **52.232-36**, Payment by Third Party (MAY 1999) (31 U.S.C. 3332.)
- ☐ (32) **52.239-1**, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a)
- ☒ (33)(i) **52.247-64**, Preference for Privately Owned U.S. Flag Commercial Vessels (APRIL 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).
- ☐ (ii) Alternate I (APR 1984) of 52.247-64.

(d) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

- ☐ (1) **52.222-41**, Service Contract Act of 1965, as amended (MAY 1989) (41 U.S.C. 351, et seq.).
- ☐ (2) **52.222-42**, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ☐ (3) **52.222-43**, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ☐ (4) **52.222-44**, Fair Labor Standards Act and Service Contract Act - Price Adjustment (FEB 2002)(29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ☐ (5) **52.222-47**, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (MAY 1989)(41 U.S.C. 351, et seq.).

FAR 52.212-5 (Cont'd)***(d) Comptroller General Examination of Record.***

The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does

not contain the clause at 52.215-2, Audit and Records - Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items or commercial items.

Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) **52.219-8**, Utilization of Small Business Concerns (OCT 2000)(15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontractor (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) **52.222-26**, Equal Opportunity (APR 2002)(E.O. 11246);

(iii) **52.222-35**, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and other Eligible Veterans (DEC 2001)(38 U.S.C. 4212);

(iv) **52.222-36**, Affirmative Action for Workers with Disabilities (JUNE 1998)(29 U.S.C. 793);

FAR 52.212-5 (Cont'd)

- (v) **52.222-41**, Service Contract Act of 1965, as Amended (MAY 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, *et seq.*);
 - (vi) **52.247-64**, Preference for Privately-Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) Flow down required in accordance with paragraph (d) of FAR clause 52.247-64).
- (3) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

DFARS 252.212-7001 – CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (OCT 2003)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in the contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

 X **52.203-3** Gratuities (APR 1984) (10 U. S. C. 2207)

(b) The Contractor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

- X **252.205-7000** Provision of Information to Cooperative Agreement Holders (Dec 1991) (10 U.S.C. 2416).
- 252.219-7003** Small, Small Disadvantaged Business and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (Apr 1996) (15 U.S.C. 637).
- 252.219-7004** Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program)(Jun 1997)(15 U.S.C. 637 note)
- X **252.225-7001** Buy American Act and Balance of Payment Program (Apr 2003) 41 U.S.C. 10a-10d, E.O. 10582)
- X **252.225-7012** Preference for Certain Domestic Commodities (Feb 2003) (10 U. S. C. 2533a)
- X **252.225-7014** Preference for Domestic Specialty Metals (Apr 2003)(10 U.S.C. 2533a).
- 252.225-7015** Restriction on Acquisition of Hand or Measuring Tools (Apr 2003) (10 U.S.C. 2533a).
- 252.225-7016** Restriction on Acquisition of Ball and Roller Bearings (Apr 2003) (Alternate I) (Apr 2003)(10 U.S.C. 2534 and Section 8099 of Pub. L. 104-61 and similar sections in subsequent DoD appropriations acts).
- X **252.225-7021** Trade Agreements (Apr 2003) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note)
- 252.225-7027** Restriction on Contingent Fees for Foreign Military Sales (Apr 2003) (22 U.S.C.2779)
- 252.225-7028** Exclusionary Policies and Practices of Foreign Governments (Apr 2003) (22 U.S.C. 2755).

DFARS 252.212-7001 (Cont'd)

- ☐ **252.225-7036** Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program (Apr 2003) (____ Alternate I)(Apr 2003)(41 U.S.C.10a - 10d and 19 U.S.C. 3301 note)
- ☐ **252.225-7038** Restriction on Acquisition of Air Circuit Breakers (Apr 2003) (10 U.S.C. 2534(a)(3))
- ☐ **252.226-7001** Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (OCT 2003) (Section 8021 of Pub. L. 107-248).
- ☐ **252.227-7015** Technical Data -- Commercial Items (Nov 1995)(10 U.S.C. 2320).
- ☐ **252.227-7037** Validation of Restrictive Markings on Technical Data (Sep 1999) (10 U.S.C. 2321).
- ☒ **252.232-7003** Electronic Submission of Payment Requests (Mar 2003)(10 U.S.C. 2227)
- ☒ **252.243-7002** Requests for Equitable Adjustment (Mar 1998)(10 U.S.C. 2410)
- ☐ **252.247-7023** Transportation of Supplies by Sea (May 2002) (____ Alternate I) (Mar 2000) (____ Alternate II) (Mar 2000) (____ Alternate III) (May 2002) (10 U.S.C. 2631)
- ☒ **252.247-7024** Notification of Transportation of Supplies by Sea (Mar 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (Apr 2003) (10 U.S.C. 2533a).

252.247-7023 Transportation of Supplies by Sea (May 2002) (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (Mar 2000) (10 U.S.C. 2631).

IDT03190005100

NSN: 5330/5331 – Gaskets, Seals, etc- SEE ATTACHED LISTING. PLEASE NOTE DIFFERENT UNITS OF ISSUE (EA AND KT).

IDENTIFY TO:
MIL-STD-130K 15 JAN 00
IDENTIFICATION MARKING OF U.S. MILITARY PROPERTY

**DESTINATION: SHALL BE TO ANY DESTINATION WITHIN THE
CONTINENTAL UNITED STATES, EXCLUDING ALASKA**

PREP FOR DELIVERY: PACKAGING CODES FOR STOCK
PACKAGING DATA-MIL-STD-2073 1D 15 DEC 99

COMPLETE PACKAGING DATA FOR EACH NSN CAN BE FOUND AFTER THE ITEM
DESCRIPTION PAGES.

DOD BAR CODE MARKING REQUIRED IN ACCORDANCE WITH MIL-STD-129
(LATEST REVISION) MARKING AND BAR CODING IN ACCORDANCE WITH AIM
B1.

THE FOLLOWING STAMP APPLIES TO EACH LINE ITEM:

UNIT PACK APPLIES WHERE POSSIBLE

The following stamp applies to all items:

MANUFACTURER'S P/N: _____

OFFER BASED ON:

REVISION _____

DATE: _____

The following statement applies to any item that requires shelf life:

**MATERIAL FURNISHED UNDER THIS CONTRACT SHALL HAVE AT LEAST 85% OF THE
SHELF LIFE REMAINING AT TIME OF DELIVERY. SHELF LIFE MARKINGS (CURE AND
EXPIRATION DATES) SHALL BE IN ACCORDANCE WITH MIL-STD-129N, DTD 15 MAY
1997, AND SHOWN IN CALENDAR QUARTER AND YEAR. EXPIRATION DATE SHALL BE
15 YEARS FROM CURE DATE.**

CONTINUATION SHEET

ITEM TOTAL NO.	NSN - ITEM DESCRIPTION	ANN EST QUANTITY	UNIT OF ISSUE	UNIT PRICE
0001	5330-00-135-2599 RETAINER, PACKING SOURCE CONTROL DOCUMENT MCDONNELL DOUGLAS HELICOPTER CO (8V613) MESA, AZ P/N 369A5182 APPROVED SOURCE ST-GOBAIN PERFORMANCE PLASTICS CORP 05939 GARDEN GROVE CA 02731 369A5182 IS026 IS031 IS083	32	EA	
0002	5330-00-159-4166 SEAL,PLAIN ST-GOBAIN PERFORMANCE PLASTICS CORP 05939 GARDEN GROVE CA P/N AR10105-207PIH IS026 IS083	200	EA	
0003	5330-00-184-9417 SEAL, BOSS ST-GOBAIN PERFORMANCE PLASTICS CORP 05939 GARDEN GROVE CA P/N 10061S4 OR P/N 10061-04-1-0 IS026 IS083	86	EA	

CONTINUATION SHEET

ITEM TOTAL NO.	NSN - ITEM DESCRIPTION	ANN EST QUANTITY	UNIT OF ISSUE	UNIT PRICE
0004	5330-00-253-1722 SEAL, RETAINER SOURCE CONTROL DATA HONEYWELL INTL CORP (99193) PHOENIX AZ P/N 1-300-462-01 APPROVED SOURCE SAINT-GOBAIN PERFORMANCE PLASTICS (05939) IDENTIFY TO 91547 1-300-462 REV F IS001 IS026 IS031 IS083	900	EA	
0005	5330-00-338-2410 SEAL,SPECIAL ST-GOBAIN PERFORMANCE PLASTICS CORP 05939 GARDEN GROVE CA P/N AR10214-148A1H AEROQUIP CORP AEROSPACE-MARMAN DIV JACKSON PLANT (00624) JACKSON MI P/N AR10214-148A1H IS026 IS083	40	EA	

CONTINUATION SHEET

ITEM TOTAL NO.	NSN - ITEM DESCRIPTION	ANN EST QUANTITY	UNIT OF ISSUE	UNIT PRICE
0006	5330-00-338-2511 SEAL, BOSS SAINT-GOBAIN PERFORMANCE PLASTICS CORP (05939) GARDEN GROVE CA P/N 10061-04-0-0 IS026 IS083	100	EA	
0007	5330-00-338-2536 SEAL, BOSS SAINT-GOBAIN PERFORMANCE PLASTICS CORP (05939) GARDEN GROVE CA P/N 10061-08-0-0 IS026 IS083	50	EA	
0008	5330-00-338-2542 SEAL, BOSS ST-GOBAIN PERFORMANCE PLASTICS CORP 05939 GARDEN GROVE CA P/N 10061-06-0-0 IS026 IS083	30	EA	
0009	5330-00-338-2643 SEAL, PLAIN ST-GOBAIN PERFORMANCE PLASTICS CORP 05939 GARDEN GROVE CA P/N 1170-03-750-1-0 IS026 IS083	110	EA	

CONTINUATION SHEET

ITEM TOTAL NO.	NSN - ITEM DESCRIPTION	ANN EST QUANTITY	UNIT OF ISSUE	UNIT PRICE
0010	5330-00-390-0600 SEAL, SPECIAL DBA ALLIED-SIGNAL AEROSPACE CO (99193) PHOENIX AZ P/N 362-597-9416 ST-GOBAIN PERFORMANCE PLASTICS CORP 05939 GARDEN GROVE CA P/N T116-5RT IS026 IS083	650	EA	
0011	5330-00-390-0601 SEAL, SPECIAL DBA ALLIEDSIGNAL AEROSPACE CO (99193) PHOENIX AZ P/N 362-597-9455 ACCEPTABLE SOURCE ST-GOBAIN PERFORMANCE PLASTICS CORP 05939 GARDEN GROVE CA IDENTIFY TO 99193 362-597 REV Y IS001 IS026 IS033 IS083	1000	EA	

CONTINUATION SHEET

ITEM TOTAL	NSN - ITEM	ANN EST	UNIT OF	UNIT
NO.	DESCRIPTION	QUANTITY	ISSUE	PRICE
0012	5330-00-425-0041 SEAL, SPECIAL GARRETT AUXILLARY POWER DIV (99193) PHOENIX AZ P/N 362-597-9510 ACCEPTABLE SOURCE ST-GOBAIN PERFORMANCE PLASTICS CORP 05939 GARDEN GROVE CA IDENTIFY TO 99193 362-597 REV W IAP01 IS001 IS026 IS033 IS083	260	EA	
0013	5330-00-427-6512 SEAL SAINT GOBAIN PERFORMANCE PLASTICS CORP (05939) GARDEN GROVE CA P/N 1170-01-750-1-0 PARKER HANNIFIN CORP (92003) IRVINE CA P/N 7780001-222 IS026 IS083	500	EA	

CONTINUATION SHEET

ITEM TOTAL	NSN - ITEM	ANN EST	UNIT OF	UNIT
NO.	DESCRIPTION	QUANTITY	ISSUE	PRICE
0014	5330-00-442-6120 SEAL PLAIN ST-GOBAIN PERFORMANCE PLASTICS CORP 05939 GARDEN GROVE CA P/N AR10205-016A1Q IS026 IS083	60	EA	
0015	5330-00-442-6190 SEAL PLAIN ST-GOBAIN PERFORMANCE PLASTICS CORP 05939 GARDEN GROVE CA P/N AR10205-017A1Q IS026 IS083	36	EA	
0016	5330-00-512-7607 SEAL, PLAIN ST-GOBAIN PERFORMANCE PLASTICS CORP 05939 GARDEN GROVE CA P/N AR10205-152A1H DATA IS PROPRIETARY IS026 IS083	26	EA	

CONTINUATION SHEET

ITEM TOTAL NO.	NSN - ITEM DESCRIPTION	ANN EST QUANTITY	UNIT OF ISSUE	UNIT PRICE
0017	5330-00-724-0554 SEAL PLAIN ST-GOBAIN PERFORMANCE PLASTICS CORP 05939 GARDEN GROVE CA P/N AR10104-210A1H IS026 IS083	26	EA	
0018	5330-00-913-4103 SEAL SOURCE CONTROL DATA ALLIEDSIGNAL ENGINES (91547) STRATFORD CT P/N 1-300-366 APPROVED SOURCE ST-GOBAIN PERFORMANCE PLASTICS CORP 05939 GARDEN GROVE CA C E CONOVER AND CO INC (07060) FAIRFIELD NJ IDENTIFY TO 91547 1-300-366 REV L IS001 IS026 IS031 IS083	660	EA	

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ITEM TOTAL NO.	NSN - ITEM DESCRIPTION	ANN EST QUANTITY	UNIT OF ISSUE	UNIT PRICE
0019	5330-00-975-0245 SEAL, PLAIN SOURCE CONTROL DATA TEXTRON LYCOMING INC (80254) WILLIAMSPORT PA P/N 1-300-151-01 APPROVED SOURCE SAINT-GOBAIN PERFORMANCE PLASTICS (05939) GARDEN GROVE CA 91547 1-300-151 REV M IS026 IS031 IS083	14800	EA	

CONTINUATION SHEET

ITEM TOTAL NO.	NSN - ITEM DESCRIPTION	ANN EST QUANTITY	UNIT OF ISSUE	UNIT PRICE
0020	5330-01-005-4776 RING, WIPER MCDONNELL DOUGLAS CORP (76301) ST. LOUIS, MO. P/N ST7M301-5 ACCEPTABLE SOURCES SHAMBAN W S AND CO. (09257) FORT WAYNE, IN. ST-GOBAIN PERFORMANCE PLASTICS CORP 05939 GARDEN GROVE CA TETRAFLUOR INC (07128) EL SEGUNDO CA IDENTIFY TO 76301 ST7M301 REV A IS001 IS026 IS083	1400	EA	
0021	5330-01-008-3010 SEAL, FACE DRESSER-RAND CO (0AT62) PAINTED POST NY P/N R57399-1 ST-GOBAIN PERFORMANCE PLASTICS CORP 05939 GARDEN GROVE CA IPE03 IS026 IS083	400	EA	

CONTINUATION SHEET

ITEM TOTAL	NSN - ITEM	ANN EST	UNIT OF	UNIT
NO.	DESCRIPTION	QUANTITY	ISSUE	PRICE
0022	5330-01-014-1223 SEAL ST-GOBAIN PERFORMANCE PLASTICS CORP 05939 GARDEN GROVE CA P/N AR10205-115E1Q IS026 IS083	40	EA	
0023	5330-01-025-1831 SEAL,PLAIN ST-GOBAIN PERFORMANCE PLASTICS CORP 05939 GARDEN GROVE CA P/N J014-7R-B IAP01 IS026 IS083	240	EA	

CONTINUATION SHEET

ITEM TOTAL NO.	NSN - ITEM DESCRIPTION	ANN EST QUANTITY	UNIT OF ISSUE	UNIT PRICE
0024	5330-01-025-1832 GASKET ST-GOBAIN PERFORMANCE PLASTICS CORP 05939 GARDEN GROVE CA P/N J029-5RT AMERICAN VARISEAL (64422) BROOMFIELD CO P/N V600-029-W9E GARRETT AUXILIARY POWER DIV (99193) PHOENIX AZ P/N 362-599-9153 IAP01 IS026 IS083	220	EA	
0025	5330-01-025-1833 SEAL,SPECIAL ST-GOBAIN PERFORMANCE PLASTICS CORP 05939 GARDEN GROVE CA P/N J118-5R-T AMERICAN VARISEAL (64422) BROOMFIELD CO P/N V600-118-9E IAP01 IS026 IS083	360	EA	

CONTINUATION SHEET

ITEM TOTAL NO.	NSN - ITEM DESCRIPTION	ANN EST QUANTITY	UNIT OF ISSUE	UNIT PRICE
0026	5330-01-046-0659 PACKING WITH RETAINER HONEYWELL INTL INC (99193) PHOENIX AZ P/N 362-599-9001 ACCEPTABLE SOURCE SAINT GOBAIN PERFORMANCE PLASTICS (05939) ACCEPETABLE SOURCE MUST MEET LATEST REVISION OF THE HONEYWELL DRAWING IDENTIFY TO 99193 362-599 REV AW IAP01 IPE03 IS001 IS026 IS033 IS083	800	EA	

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ITEM TOTAL	NSN - ITEM	ANN EST	UNIT OF	UNIT
NO.	DESCRIPTION	QUANTITY	ISSUE	PRICE
0027	5330-01-049-1290 SEAL, PLAIN ENCASED SOURCE CONTROL ITEM US ARMY ARMAMENT R & D COMMAND, (19200) DOVER, NJ. P/N 11727871-1 APPROVED SOURCE ST-GOBAIN PERFORMANCE PLASTICS CORP 05939 GARDEN GROVE CA 19200 11727871 REV B IS026 IS031 IS083	36	EA	

CONTINUATION SHEET

ITEM TOTAL NO.	NSN - ITEM DESCRIPTION	ANN EST QUANTITY	UNIT OF ISSUE	UNIT PRICE
0028	5330-01-054-0854 SEAL, PISTON SOURCE CONTROL DATA HONEYWELL INTL INC (70210) TORRANCE CA P/N 582349-1 APPROVED SOURCE KIRKHILL AIRCRAFT DBA KAPCO 59789 BREA CA SAINT-GOBAIN PERFORMANCE PLASTICS (05939) GARDEN GROVE CA P/N FC00734 IDENTIFY TO 70210 582349 REV F IPE03 IS001 IS026 IS031 IS083	280	EA	
0029	5330-01-057-7498 SEAL, PLAIN ST-GOBAIN PERFORMANCE PLASTICS CORP 05939 GARDEN GROVE CA P/N AR10103-012AH IS026 IS083	360	EA	

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ITEM TOTAL NO.	NSN - ITEM DESCRIPTION	ANN EST QUANTITY	UNIT OF ISSUE	UNIT PRICE
0030	5330-01-058-1180 SEAL ASSEMBLY ST-GOBAIN PERFORMANCE PLASTICS CORP 05939 GARDEN GROVE CA P/N AR10103-014AH IS026	360	EA	
0031	5330-01-058-1181 SEAL, PLAIN ENCASED ST-GOBAIN PERFORMANCE PLASTICS CORP 05939 GARDEN GROVE CA P/N AR10103-013AH IPE03 IS083	400	EA	
0032	5330-01-058-1182 SEAL, PLAIN ENCASED ALLIED-SIGNAL INC (70210) TORRANCE CA P/N 651-136-9007 ST-GOBAIN PERFORMANCE PLASTICS CORP 05939 GARDEN GROVE CA P/N AR10103-011AH IDENTIFY TO IAP01 IPE03 IS001 IS083	830	EA	

CONTINUATION SHEET

ITEM TOTAL NO.	NSN - ITEM DESCRIPTION	ANN EST QUANTITY	UNIT OF ISSUE	UNIT PRICE
0033	5330-01-076-0362 SEAL PLAIN ST-GOBAIN PERFORMANCE PLASTICS CORP 05939 GARDEN GROVE CA P/N RP-234-3 SPECIAL PACKAGING REQMTS/ PRESERVE UNPROTECTED FERROUS METAL ONLY IS026 IS083	10	EA	
0034	5330-01-099-2553 SEAL, PLAIN SAINT-GOBAIN PERFORMANCE PLASTICS CORP (05939) GARDEN GROVE CA P/N AR10400-116AC MOOG INC.(94697) EAST AURORA NY P/N A24624C116A IS026 IS083	400	EA	
0035	5330-01-107-3596 SEAL,PLAIN ST-GOBAIN PERFORMANCE PLASTICS CORP 05939 GARDEN GROVE CA P/N AR10103-446PIH AMERICAN VARISEAL CORP (64422) BROOMFIELD, CO P/N V600-446-14P IS026 IS083	26	EA	

CONTINUATION SHEET

ITEM TOTAL NO.	NSN - ITEM DESCRIPTION	ANN EST QUANTITY	UNIT OF ISSUE	UNIT PRICE
0036	5330-01-116-4842 SEAL PLAIN ST-GOBAIN PERFORMANCE PLASTICS CORP 05939 GARDEN GROVE CA P/N AR140903 IS026 IS083	16	EA	
0037	5330-01-116-8014 SEAL, PLAIN HAMILTON SUNDSTRAND CORP (55820) SAN DIEGO CA P/N 4950715 ACCEPTABLE SOURCE ST GOBAIN PERFORMANCE PLASTICS CORP (05939) GARDEN GROVE CA IDENTIFY TO 55820 4950715 IS001 IS026 IS033 IS083	1000	EA	

CONTINUATION SHEET

ITEM TOTAL NO.	NSN - ITEM DESCRIPTION	ANN EST QUANTITY	UNIT OF ISSUE	UNIT PRICE
0038	5330-01-117-3463 SEAL,PLAIN SOURCE CONTROL DATA ALLIED SIGNAL INC (99193) GARRET AUXILLARY POWER DIV, PHOENIX AZ P/N 362-599-9102 APPROVED SOURCE ST-GOBAIN PERFORMANCE PLASTICS CORP 05939 GARDEN GROVE CA IDENTIFY TO 99193 362-599 REV AU IAP01 IS001 IS026 IS031 IS083	160	EA	
0039	5330-01-118-9142 SEAL, PLAIN ST-GOBAIN PERFORMANCE PLASTICS CORP 05939 GARDEN GROVE CA P/N AR10105-344A1H PARKER PACKING DIV (0F5F7) HAMPSHIRE IL P/N FS-10655 IS026 IS083	2000	EA	

CONTINUATION SHEET

ITEM TOTAL NO.	NSN - ITEM DESCRIPTION	ANN EST QUANTITY	UNIT OF ISSUE	UNIT PRICE
0040	5330-01-122-5488 SEAL,PLAIN ST-GOBAIN PERFORMANCE PLASTICS CORP 05939 GARDEN GROVE CA P/N AR10103-116W1Q IS026 IS083	260	EA	
0041	5330-01-123-9868 SEAL PLAIN ST-GOBAIN PERFORMANCE PLASTICS CORP 05939 GARDEN GROVE CA P/N AR10401-226GC IS026 IS083	216	EA	
0042	5330-01-128-7084 SEAL, PLAIN WILLIAMS INTERNATIONAL CORP (24235) WALLED LAKE MI P/N 29855 ST-GOBAIN PERFORMANCE PLASTICS CORP 05939 GARDEN GROVE CA P/N RL00425 IS026 IS083	200	EA	

CONTINUATION SHEET

ITEM TOTAL NO.	NSN - ITEM DESCRIPTION	ANN EST QUANTITY	UNIT OF ISSUE	UNIT PRICE
0043	5330-01-129-0621 SEAL,PLAIN ST-GOBAIN PERFORMANCE PLASTICS CORP 05939 GARDEN GROVE CA P/N AR10304-113AH IS026 IS083	250	EA	
0044	5330-01-129-0622 SEAL,PLAIN ST-GOBAIN PERFORMANCE PLASTICS CORP 05939 GARDEN GROVE CA P/N AR10304-125AH IS026 IS083	6	EA	
0045	5330-01-131-2274 SEAL, PLAIN ST-GOBAIN PERFORMANCE PLASTICS CORP 05939 GARDEN GROVE CA P/N AR1091-06A1H IS026 IS083	250	EA	

CONTINUATION SHEET

ITEM TOTAL NO.	NSN - ITEM DESCRIPTION	ANN EST QUANTITY	UNIT OF ISSUE	UNIT PRICE
0046	5330-01-143-6582 SEAL,PLAIN ST-GOBAIN PERFORMANCE PLASTICS CORP 05939 GARDEN GROVE CA P/N AR10403-217AC INGERSOLL-RAND CO (88663) COMPRESSOR DIV PAINTED POST NY*2 P/N R68331-217 IS026 IS083	50	EA	
0047	5330-01-145-4012 SEAL, PLAIN ST-GOBAIN PERFORMANCE PLASTICS CORP 05939 GARDEN GROVE CA P/N AR10400-037AC IS026 IS083	210	EA	
0048	5330-01-145-4013 SEAL ST-GOBAIN PERFORMANCE PLASTICS CORP 05939 GARDEN GROVE CA P/N AR10400-218GC IS026 IS083	140	EA	

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ITEM TOTAL NO.	NSN - ITEM DESCRIPTION	ANN EST QUANTITY	UNIT OF ISSUE	UNIT PRICE
0049	5330-01-156-9467 SEAL, PLAIN ST-GOBAIN PERFORMANCE PLASTICS CORP 05939 GARDEN GROVE CA P/N AR10105-340A1H IS026 IS083	60	EA	
0050	5330-01-171-2922 GASKET SAINT-GOBAIN PERFORMANCE PLASTICS CORP (05939) GARDEN GROVE CA P/N 10062-1-10-1.000 IDENTIFY TO IS001 IS026 IS083	100	EA	
0051	5330-01-181-4890 SEAL ST-GOBAIN PERFORMANCE PLASTICS CORP 05939 GARDEN GROVE CA P/N AR204B00500P1H IS026 IS083	120	EA	
0052	5330-01-181-7497 SEAL, PLAIN ST-COBAIN PERFORMANCE PLASTICS CORP 05939 GARDEN GROVE CA P/N AR141886 NO DRAWING AVAILABLE FOR COMPETITIVE PROCUREMENT IS026 IS083	26	EA	

CONTINUATION SHEET

ITEM TOTAL NO.	NSN - ITEM DESCRIPTION	ANN EST QUANTITY	UNIT OF ISSUE	UNIT PRICE
0053	5330-01-183-0551 SEAL, PLAIN SAINT-GOBAIN PERFORMANCE PLASTICS (05939) GARDEN GROVE CA P/N AR10403-225WC IS026 IS083	1000	EA	
0054	5330-01-183-0552 SEAL MCDONNELL DOUGLAS HELICOPTER CO (02731) MESA AZ P/N HS5336-206 ST-GOBAIN PERFORMANCE PLASTICS CORP 05939 GARDEN GROVE CA P/N AR10400-206WC IS083	1500	EA	
0055	5330-01-185-0338 SEAL, PLAIN ENCASED ST-GOBAIN PERFORMANCE PLASTICS CORP 05939 GARDEN GROVE CA P/N AR10204-113A1H IS026 IS083	20	EA	

CONTINUATION SHEET

ITEM TOTAL NO.	NSN - ITEM DESCRIPTION	ANN EST QUANTITY	UNIT OF ISSUE	UNIT PRICE
0056	5330-01-191-3161 SEAL, PLAIN MCDONNELL DOUGLAS HELICOPTER CO (02731) CULVER CITY CA P/N HS4365-226 SAINT -GOBAIN PERFORMANCE (05939) GARDEN GROVE, CA. P/N AR10400-226AC IS026 IS083	860	EA	
0057	5330-01-193-2413 SEAL, PLAIN ENCASED SOURCE CONTROL DATA HONEYWELL INT (99193) PHOENIX AX P/N 2-303-357-01 SAINT-GOBAIN PERFORMANCE PLASTICS (05939) GARDEN GOVE CA 91547 2-303-357 REV A IS026 IS031 IS083	1100	EA	
0058	5330-01-194-6087 SEAL, PLAIN SAINT-GOBAIN PERFORMANCE PLASTICS CORP (05939) GARDEN GROVE CA P/N AR100496P IS026 IS083	400	EA	

CONTINUATION SHEET

ITEM TOTAL NO.	NSN - ITEM DESCRIPTION	ANN EST QUANTITY	UNIT OF ISSUE	UNIT PRICE
0059	5330-01-198-8984 RETAINER, PACKING ST-GOBAIN PERFORMANCE PLASTICS CORP 05939 GARDEN GROVE CA P/N AR190176-014P IS083	16	EA	
0060	5330-01-208-6785 RETAINER, PACKING SOURCE CONTROL DATA UNITED TECHNOLOGIES CORP, (73030) WINDSOR LOCKS, CT. P/N 751674-3-1 APPROVED SOURCE ST-GOBAIN PERFORMANCE PLASTICS CORP 05939 GARDEN GROVE CA 73030 751674 REV F IS026 IS031 IS083	120	EA	
0061	5330-01-210-6261 SEAL,PLAIN TEXAS INSTRUMENTS INC (96214) DALLAS TX P/N 2777584-1 ST-GOBAIN PERFORMANCE PLASTICS CORP 05939 GARDEN GROVE CA P/N AR143129 IS026 IS083	40	EA	

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ITEM TOTAL NO.	NSN - ITEM DESCRIPTION	ANN EST QUANTITY	UNIT OF ISSUE	UNIT PRICE
0062	5330-01-213-4201 SEAL, PLAIN LFE CORP FLUID CONTROL DIV (80293) HAMDEN CT P/N 330170P01 ST-GOBAIN PERFORMANCE PLASTICS CORP 05939 GARDEN GROVE CA P/N AR143111 P/N 330170P01 IS026 IS083	100	EA	
0063	5330-01-214-2260 RETAINER,PACKING AEROQUIP CORP JACKSON MI FSCM 00624 P/N AR190176-011P ST-GOBAIN PERFORMANCE PLASTICS CORP 05939 GARDEN GROVE CA P/N AR190176-011P PNEUDRAULICS INC (06177) RANCHO CUCAMONGA CA P/N91280-011 MOOG INC (94697) EAST AURORA NY P/N 082-654654-011 IS026 IS083	28	EA	

CONTINUATION SHEET

ITEM TOTAL NO.	NSN - ITEM DESCRIPTION	ANN EST QUANTITY	UNIT OF ISSUE	UNIT PRICE
0064	5330-01-215-6237 SEAL, PLAIN SOURCE CONTROL DATA GENERAL ELECTRIC CO ACFT ENGINE GROUP (07482) CINCINNATI OH P/N 9972M90P06 APPROVED SOURCE ST-GOBAIN PERFORMANCE PLASTICS CORP 05939 IDENTIFY TO 07482 9972M90 REV C IS001 IS026 IS031 IS083	6	EA	
0065	5330-01-220-8099 SEAL, PLAIN ST-GOBAIN PERFORMANCE PLASTICS CORP 05939 GARDEN GROVE CA P/N RF01230-2 ABEX CORP AEROSPACE DIV (75250) OXNARD CA P/N 2058407 IS026 IS083	400	EA	

CONTINUATION SHEET

ITEM TOTAL NO.	NSN - ITEM DESCRIPTION	ANN EST QUANTITY	UNIT OF ISSUE	UNIT PRICE
0066	5330-01-223-8028 SEAL, PLAIN SAINT-GOBAIN PERFORMANCE PLASTICS CORP (05939) GARDEN GROVE CA P/N AR10104-013AIH IS026 IS083	100	EA	
0067	5330-01-226-1868 RETAINER,PACKING ST-GOBAIN PERFORMANCE PLASTICS CORP 05939 GARDEN GROVE CA P/N AR190176-024P IS026 IS083	120	EA	
0068	5330-01-240-1828 SEAL, PLAIN ST-GOBAIN PERFORMANCE PLASTICS 05939 GARDEN GROVE CA P/N AR10105-018A1H IS026 IS083	26	EA	

CONTINUATION SHEET

ITEM TOTAL NO.	NSN - ITEM DESCRIPTION	ANN EST QUANTITY	UNIT OF ISSUE	UNIT PRICE
0069	5330-01-242-4606 SEAL BOSS SOURCE CONTROL DATA GENERAL ELECTRIC AIRCRAFT ENGINES (07482) CINCINNATI OH P/N L34648P16 APPROVED SOURCE ST-GOBAIN PERFORMANCE PLASTICS CORP 05939 GARDEN GROVE CA IDENTIFY TO 07482 L34648 REV E IS001 IS026 IS031 IS083	6	EA	
0070	5330-01-252-1398 RETAINER, PACKING PNEUDRAULICS INC (06177) RANCHO CUCAMANGO CA P/N 91280-010 ST-GOBAIN PERFORMANCE PLASTICS CORP 05939 GARDEN GROVE CA P/N AR190176-010P IS026 IS083	40	EA	

CONTINUATION SHEET

ITEM TOTAL NO.	NSN - ITEM DESCRIPTION	ANN EST QUANTITY	UNIT OF ISSUE	UNIT PRICE
0071	5330-01-252-1399 RETAINER, PACKING PNEUDRAULICS INC (06177) RANCHO CUCAMONGA CA P/N 91280-134 ST-GOBAIN PERFORMANCE PLASTICS CORP 05939 GARDEN GROVE CA P/N AR190176-134P IS026 IS083	30	EA	
0072	5330-01-252-3111 PACKING, PREFORMED ST-GOBAIN PERFORMANCE PLASTICS CORP 05939 GARDEN GROVE CA P/N AR10103-112GH IS026 IS083	140	EA	
0073	5330-01-253-6593 SEAL,PLAIN U.S. ARMY MISSILE COMMAND (18876) REDSTONE ARSENAL, ALABAMA P/N 13225368 ACCEPTABLE SOURCE ST-GOBAIN PERFORMANCE PLASTICS CORP 05939 GARDEN GROVE CA 18876 13225368 REV D IS001 IS026 IS033 IS083	240	EA	

CONTINUATION SHEET

ITEM TOTAL NO.	NSN - ITEM DESCRIPTION	ANN EST QUANTITY	UNIT OF ISSUE	UNIT PRICE
0074	5330-01-253-7138 SEAL,PLAIN ST-GOBAIN PERFORMANCE PLASTICS CORP 05939 GARDEN GROVE CA P/N RL01113 HOWDEN FLUID SYSTEMS INC (33654) GOLETA CA P/N 330727P01 IS026 IS083	40	EA	
0075	5330-01-258-6534 SEAL SOURCE CONTROL DATA SUNDSTRAND AEROSPACE (99167) ROCKFORD IL P/N 5902013 APPROVED SOURCE ST-GOBAIN PERFORMANCE PLASTICS CORP 05939 IDENTIFY TO 99167 5902013 REV B IS001 IS026 IS031 IS083	160	EA	

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ITEM TOTAL NO.	NSN - ITEM DESCRIPTION	ANN EST QUANTITY	UNIT OF ISSUE	UNIT PRICE
0076	5330-01-262-5412 PACKING PERFORMED ST-GOBAIN PERFORMANCE PLASTICS CORP 05939 GARDEN GROVE CA P/N NR03323 IS026 IS083	166	EA	
0077	5330-01-279-8146 SEAL, PLAIN SAINT-GOBAIN PERFORMANCE PLASTICS CORP (05939) GARDEN GROVE CA P/N AR143114 IS026 IS083	160	EA	
0078	5330-01-280-1785 SEAL, PLAIN SOURCE CONTROL DATA US ARMY RESEARCH & DEVELOPMENT CMD, (19200) DOVER, NJ. P/N 9363653 APPROVED SOURCE ST-GOBAIN PERFORMANCE PLASTICS CORP 05939 GREEN TWEED AND CO INC, (5F573), KULPSVILLE. PA. BARNES & REINECKE INC, (85336) ELK GROVE VILLAGE, IL. 19200 9363653 NO REV IS031 IS083	40	EA	

CONTINUATION SHEET

ITEM TOTAL NO.	NSN - ITEM DESCRIPTION	ANN EST QUANTITY	UNIT OF ISSUE	UNIT PRICE
0079	5330-01-328-4553 SEAL SOURCE CONTROL DATA UNITED TECHNOLOGIES PRATT & WHITNEY DIV (77445) EAST HARTFORD CT P/N 4077082 APPROVED SOURCE SAINT GOBAIN PERFORMANCE PLASTICS (05939) GARDEN GROVE CA IDENTIFY TO 77445 4077082 REV C IS001 IS026 IS031 IS083	180	EA	
0080	5330-01-341-6762 SEAL,PLAIN ST-GOBAIN PERFORMANCE PLASTICS CORP 05939 GARDEN GROVE CA P/N AR145105 IS026 IS083	40	EA	

CONTINUATION SHEET

ITEM TOTAL NO.	NSN - ITEM DESCRIPTION	ANN EST QUANTITY	UNIT OF ISSUE	UNIT PRICE
0081	5330-01-342-3707 GASKET SOURCE CONTROL DATA UNITED TECHNOLOGIES CORP PRATT AND WHITNEY (77445) EAST HARTFORD CT P/N 4080931 APPROVED SOURCE SAINT-GOBAIN PERFORMANCE PASTICS CORP.(05939) GARDEN GROVE, CA IDENTIFY TO 77445 4080931 IS001 IS026 IS031 IS083	9200	EA	
0082	5330-01-349-4213 SEAL, PLAIN DRESSER-RAND CO (0AT62) PAINTED POST, NY. P/N R68331-214 ST-GOBAIN PERFORMANCE PLASTICS CORP 05939 GARDEN GROVE CA P/N AR10403-214AC IS026 IS083	60	EA	

CONTINUATION SHEET

ITEM TOTAL NO.	NSN - ITEM DESCRIPTION	ANN EST QUANTITY	UNIT OF ISSUE	UNIT PRICE
0083	5330-01-351-1355 SEAL,NONMETALLIC SP ST-GOBAIN PERFORMANCE PLASTICS CORP 05939 GARDEN GROVE CA P/N 480146618-4 IS026 IS083	10	EA	
0084	5330-01-351-2614 SEAL, PLAIN INGERSOLL-DRESSER PUMP CO RAND PUMP DIV (88032) PHILLIPSBURG, NJ P/N R68331-019 ST-GOBAIN PERFORMANCE PLASTICS CORP 05939 GARDEN GROVE CA P/N AR10403-019AC IS026 IS083	240	EA	
0085	5330-01-366-1188 SEAL PLAIN ST-GOBAIN PERFORMANCE PLASTICS CORP 05939 GARDEN GROVE CA P/N AR144943 IS083	40	EA	

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ITEM TOTAL NO.	NSN - ITEM DESCRIPTION	ANN EST QUANTITY	UNIT OF ISSUE	UNIT PRICE
0086	5330-01-381-4830 PACKING ASSEMBLY SAINT GOBAIN PERFORMANCE PLASTICS (05939) GARDEN GROVE CA P/N 60701-02024-0341 BUSAK AND SHAMBAN-SHAMBAN SEAL DIV (09257) FORT WAYNE IN P/N S32934-3002 MARVIN ENGINEERING CO INC (32067) INGLEWOOD CA P/N 2MAU1106 IS026 IS083	1500	EA	
0087	5330-01-381-4867 PACKING ASSEMBLY BUSAK & SHAMBAN (09257) FORT WAYNE IN P/N S34750-3099 ST-GOBAIN PERFORMANCE PLASTICS CORP 05939 GARDEN GROVE CA P/N 60702-02025-0641 MARVIN ENGINEERING CO (32067) INGLEWOOD CA P/N 2MAU1107 IPE03 IS026 IS083	3700	EA	

CONTINUATION SHEET

ITEM TOTAL NO.	NSN - ITEM DESCRIPTION	ANN EST QUANTITY	UNIT OF ISSUE	UNIT PRICE
0088	5330-01-389-7012 SEAL, PLAIN ST-GOBAIN PERFORMANCE PLASTICS CORP 05939 GARDEN GROVE CA P/N AR10403-155PC IS026 IS083	280	EA	
0089	5330-01-391-5232 SEAL, PLAIN ST-GOBAIN PERFORMANCE PLASTICS CORP 05939 GARDEN GROVE CA P/N 10061-03-0-0 IS083	10	EA	
0090	5330-01-391-5233 SEAL, PLAIN SAINT-GOBAIN PERFORMANCE PLASTICS CORP (05939) GARDEN GROVE CA P/N 10061-10-0-0 HONEYWELL NORMALAIR -GARRETT LTD (U1605) YEOVIL SOMERSET UNITED KINGDOM BA20 2YD P/N 2835W317 IS026 IS083	100	EA	

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ITEM TOTAL NO.	NSN - ITEM DESCRIPTION	ANN EST QUANTITY	UNIT OF ISSUE	UNIT PRICE
0091	5330-01-397-7530 PACKING ASSEMBLY SAINT-GOBAIN PERFORMANCE PLASTICS (05939) GARDEN GROVE CA P/N 60703-02099-0641 MARVIN ENGINEERING CO INC (32067) INGLEWOOD CA P/N 2MAU1112 IS026 IS083	2500	EA	
0092	5330-01-398-0043 PACKING ASSEMBLY SAINT-GOBAIN PERFORMANCE PLASTICS (05939) GARDEN GROVE CA P/N 60703-02071-1041 MARVIN ENGINEERING CO INC (32067) INGLEWOOD CA P/N 2MAU1111 IS026 IS083	1120	EA	

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ITEM TOTAL NO.	NSN - ITEM DESCRIPTION	ANN EST QUANTITY	UNIT OF ISSUE	UNIT PRICE
0093	5330-01-399-6841 PACKING ASSEMBLY SAINT-GOBAIN PERFORMANCE PLASTICS (05939) GARDEN GROVE CA P/N 230108992 MARVIN ENGINEERING CO INC (32067) INGLEWOOD CA P/N 2MAU1113 IS026 IS083	2200	EA	
0094	5330-01-417-3241 PART KIT, REPLACEMENT, MECHANICAL EQUIPMENT SAINT-GOBAIN PERFORMANCE (05939) GARDEN GROVE CA. P/N 060006090 IS026 IS083	100	KT	

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ITEM TOTAL NO.	NSN - ITEM DESCRIPTION	ANN EST QUANTITY	UNIT OF ISSUE	UNIT PRICE
0095	5330-01-430-5302 SEAL, PLAIN NAVAL ORDNANCE SYSTEMS COMMAND (10001) WASHINGTON D C P/N 2938749-2 ACCEPTABLE SOURCE SAINT-GOBAIN PERFORMANCE PLASTICS (05939) GARDEN GROVE, CA IDENTIFY TO 10001 2938749 IS001 IS026 IS033 IS083	20	EA	
0096	5330-01-450-7330 PACKING ASSORTMENT, PREFORMED SAINT-GOBAIN PERFORMANCE PLASTICS (05939) GARDEN GROVE CA P/N 069000426 UNIT OF ISSUE "KT" EQUALS 10 PARTS IDENTIFY TO IS001 IS026 IS083	240	KT	
0097	5330-01-450-7334 PACKING ASSORTMENT, PREFORMED SAINT-GOBAIN PERFORMANCE PLASTICS CORP (05939) GARDEN GROVE CA P/N 069000427 IS026 IS083	100	KT	

CONTINUATION SHEET

ITEM TOTAL NO.	NSN - ITEM DESCRIPTION	ANN EST QUANTITY	UNIT OF ISSUE	UNIT PRICE
0098	5330-01-454-8536 PACKING, PREFORMED GENERAL ELECTRIC CO (07482) CINCINNATI OH P/N L44655P01 IS026 IS083	10	EA	
0099	5330-01-456-3910 SEAL, PLAIN SOURCE CONTROL DATA UNITED TECHNOLOGIES CORP (77445) PRATT & WHITNEY DIV EAST HARTFORD, CT P/N 4083151 APPROVED SOURCES ST-GOBAIN PERFORMANCE PLASTICS CORP 05939 P/N 230109613 77445 4083151 REV B IS031 IS083	100	EA	

CONTINUATION SHEET

ITEM TOTAL NO.	NSN - ITEM DESCRIPTION	ANN EST QUANTITY	UNIT OF ISSUE	UNIT PRICE
0100	5330-01-460-4594 SEAL, PLAIN ENCASED RAYTHEON TI SYSTEMS INC (96214) MC KINNEY TX P/N 2975380-1 ST-GOBAIN PERFORMANCE PLASTICS CORP 05939 GARDEN GROVE CA P/N 480147469 IDENTIFY TO: IS001 IS026 IS083	12	EA	
0101	5330-01-466-1940 PACKING ASSEMBLY SAINT GOBAIN PERFORMANCE PLASTICS CORP (05939) GARDEN GROVE CA P/N 230108955 IS026 IS083	4	EA	

CONTINUATION SHEET

ITEM TOTAL NO.	NSN - ITEM DESCRIPTION	ANN EST QUANTITY	UNIT OF ISSUE	UNIT PRICE
0102	5330-01-470-9631 SEAL,PLAIN ST-GOBAIN PERFORMANCE PLASTICS CORP 05939 GARDEN GROVE CA P/N 480149624 IS083	80	EA	
0103	5330-01-478-2985 PACKING, PREFORMED SOURCE CONTROL DATA GENERAL ELECTRIC CO (99207) LYNN MA P/N 4106T38P01 APPROVED SOURCE: SAINT-GOBAIN PERFORMANCE PLASTICS CORP (05939) 99207 4106T38 IS026 IS031 IS083	6	EA	

CONTINUATION SHEET

ITEM TOTAL NO.	NSN - ITEM DESCRIPTION	ANN EST QUANTITY	UNIT OF ISSUE	UNIT PRICE
0104	5331-00-492-6356 PACKING,PREFORMED ST-GOBAIN PERFORMANCE PLASTICS CORP 05939 GARDEN GROVE CA P/N 0-450CSR IS026 IS083	20	EA	
0105	5331-01-250-2516 O-RING G E AIRCRAFT ENGINES 07482 CINCINNATI OH P/N J212P133A ACCEPTABLE SOURCE ST-GOBAIN PERFORMANCE PLASTICS CORP 05939 07482 J212 REV C IS033 IS083	200	EA	
0106	5331-01-277-7999 PACKING,PREFORMED ST-GOBAIN PERFORMANCE PLASTICS CORP 05939 GARDEN GROVE CA P/N AR10403-033AC IS026 IS083	300	EA	

CONTINUATION SHEET

ITEM TOTAL NO.	NSN - ITEM DESCRIPTION	ANN EST QUANTITY	UNIT OF ISSUE	UNIT PRICE
0107	5331-01-278-1739 PACKING,PREFORMED ST-GOBAIN PERFORMANCE PLASTICS CORP 05939 GARDEN GROVE CA P/N AR10403-017AC IS026 IS083	200	EA	
0108	5331-01-277-8000 PACKING, PREFORMED ST-GOBAIN PERFORMANCE PLASTICS 05939 GARDEN GROVE CA P/N AR10403-123AC IS026	120	EA	
0109	5331-01-351-6356 BACKING, PREFORMED SIMMONDS PRECISION PRODUCTS INC (12511) CEDAR KNOLLS NJ P/N S6758-1 ST-GOBAIN PERFORMANCE PLASTICS CORP 05939 GARDEN GROVE CA P/N 60701-00163-1039 IS026 IS083	360	EA	

The following is an explanation of the ISO tables listed in the above Continuation Sheets:

IS026

NO ASBESTOS AS DEFINED IN FED-STD-313 IS
PERMITTED IN THIS ITEM

IS083

WHEN THE PURCHASE ITEM DESCRIPTION (PID)
DESCRIBES THE REQUIRED PRODUCT(S) BY NAME AND
PART NUMBER OF A SPECIFIC ENTITY, BY THE NAME
AND PART NUMBERS OF A NUMBER OF SPECIFIC
ENTITIES, OR BY THE NAME(S) AND PART NUMBER(S)
OF SPECIFIC ENTITY/ENTITIES AS MODIFIED BY
ADDITIONAL REQUIREMENTS SET FORTH IN THE PID,
ONLY THAT/TTHOSE PRODUCT(S) HAVE BEEN DETERMINED
TO MEET THE NEEDS OF THE GOVERNMENT AND ARE
ACCEPTABLE. SUCH PRODUCT(S) ARE "EXACT
PRODUCT(S)" AS DEFINED IN "DLAD 52.217-9002,
CONDITIONS FOR EVALUATION AND ACCEPTANCE OF
OFFERS FOR PART NUMBERED ITEMS."

A VENDOR OFFER/QUOTATION, "BID WITHOUT
EXCEPTION," IS A CERTIFICATION THAT THE "EXACT
PRODUCT," MANUFACTURED BY ONE OF THE ENTITIES
CITED IN THE PID WILL BE FURNISHED UNDER THE
CONTRACT OR ORDER. ANY PRODUCT MANUFACTURED
BY OTHER THAN ONE OF THE ENTITIES CITED IN THE
PID IS AN "ALTERNATE PRODUCT," EVEN THOUGH IT
MIGHT BE MANUFACTURED IN ACCORDANCE WITH THE
DRAWING(S) AND/OR SPECIFICATIONS OF ONE OF THE
ENTITIES CITED IN THE PID.

IF AN ALTERNATE PRODUCT IS FURNISHED UNDER A
CONTRACT OR ORDER FOR AN EXACT PRODUCT, THE
ALTERNATE PRODUCT WILL BE AN UNAUTHORIZED
SUBSTITUTION, AND MAY YIELD CRIMINAL PENALTIES
IN ADDITION TO ANY CIVIL REMEDIES AVAILABLE TO
THE GOVERNMENT.

IS031

OFFERORS NOT CITED AS APPROVED SOURCES IN THE
PROCUREMENT ITEM DESCRIPTION ARE REQUIRED TO
OBTAIN SOURCE APPROVAL FROM THE OEM. A COPY OF
THE SOURCE APPROVAL REQUEST/TECHNICAL DATA
PACKAGE OR CERTIFICATION OF PRIOR APPROVAL MUST
ALSO BE SUBMITTED TO DSCP WITH THE OFFER.

IS001

MIL-STD-130K 15 JAN 00
IDENTIFICATION MARKING OF U.S. MILITARY PROPERTY

IS033

OFFERORS NOT CITED AS ACCEPTABLE SOURCES IN THE
PROCUREMENT ITEM DESCRIPTION ARE REQUIRED TO
OBTAIN SOURCE APPROVAL FROM THE DESIGN CONTROL
ACTIVITY. SOURCE APPROVAL REQUESTS/TECHNICAL
DATA PACKAGES MUST BE SUBMITTED TO DSCP WITH
THE OFFER.

IPE03

CRITICAL ITEM - SOURCE INSPECTION REQUIRED.

The Packaging Data for each NSN is as follows:

NSN	PC	WF	PM	PRES	HM	QUP	TYPE	LOPA	LOPB	OPI	TABLNR	PDTN
533000135259944	A	0		1010000ZZD3	N	025	S	E	Q	O		NIJJ0MNN
533000159416646	A	0		3110000000XX	N	001	S	E	Q	M		NIJJ0MNN
533000184941727	A	0		1010000000XX	N	001	S	E	Q	O		NIJJ0MNN
533000253172246	A	0		33100XXXXXXN	N	001	S	E	Q	M		NNNN0MNN
533000338241046	A	0		3110000000XX	N	001	C	E	Q	O		GBCC0FGG
533000338251146	A	0		3110000000XX	N	001	C	E	Q	O		GBCC0FGG
533000338253646	A	0		3110000000XX	N	001	C	E	Q	O		GBCC0FGG
533000338254246	A	0		3110000000XX	N	001	C	E	Q	O		GBCC0FGG
533000338264346	A	0		3110000000XX	N	001	C	E	Q	O		GBCC0FGG
533000390060027	A	0		1010000000A2	N	001	S	E	Q	O		NIJJ0MNN
533000390060144	A	0		1010000ZZD3	N	050	S	E	Q	O		NIJJ0MNN
533000425004127	A	0		10100XXXXXA2	N	001	S	E	Q	O		NIJJ0MNN
533000427651227	A	0		3310000000XX	N	010	S	E	Q	M		NIJJ0MNN
533000442612046	A	0		3110000000XX	N	001	C	E	Q	O		GBCC0FGG
533000442619046	A	0		3110000000XX	N	001	C	E	Q	O		GBCC0FGG
533000512760727	A	0		1010000000A1	N	001	S	E	Q	O		NIJJ0MNN
533000724055446	A	0		3110000000XX	N	001	S	E	Q	M		NIJJ0MNN
533000913410346	A	0		3310000XXXBE	N	001	S	E	Q	O		NIJJ0MNN
533000975024546	A	0		3110000000XX	N	001	S	E	Q	M		NIJJ0MNN
533001005477627	A	0		1010000000A1	N	001	C	E	Q	O		GBCC0FGG
533001008301046	A	0		3110000000XX	N	001	C	E	Q	O		GBCC0FGG
533001014122327	A	0		10100XXXXXA2	N	025	S	E	Q	O		NIJJ0MNN
533001025183146	A	0		3110000000XX	N	001	C	E	Q	O		GBCC0FGG
533001025183246	A	0		3110000000XX	N	001	C	E	Q	O		GBCC0FGG
533001025183346	A	0		3310000XXXBE	N	001	S	E	Q	M		NNNN0MNN
533001046065946	A	0		3110000000XX	N	001	S	E	Q	M		NIJJ0MNN
533001049129046	A	0		3110000000XX	N	001	S	E	Q	M		NIJJ0MNN
533001054085446	A	0		3310000XXXBE	N	001	S	E	Q	M		NIJJ0MNN
533001057749846	A	0		3310000XXXBE	N	001	S	E	Q	O		NIJJ0MNN
533001058118046	A	0		3310000000BE	N	001	S	E	Q	O		NIJJ0MNN
533001058118146	A	0		3310000XXXBE	N	001	S	E	Q	O		NIJJ0MNN
533001058118246	A	0		33100XXXXXBEN	N	001	S	E	Q	O		NIJJ0MNN
533001076036227	A	0		3310000000XX	N	001	S	E	Q	M		NIJJ0MNN
533001099255346	A	0		31100XXXXXXN	N	001	S	E	Q	O		NIJJ0MNN
533001107359627	A	0		3310000HB0D3	N	001	S	E	Q	M		NIJJ0MNN
533001116484227	A	0		331XXXX000XX	N	001	S	E	Q	M		NIJJ0MNN
533001116801427	A	0		331XX00000XX	N	001	S	E	Q	M		NIJJ0MNN
533001117346327	A	0		3310000HBXBE	N	001	S	E	Q	M		NIJJ0MNN
533001118914246	A	0		3110000000XX	N	001	S	E	Q	M		NIJJ0MNN
533001122548827	A	0		3310000000XX	N	001	S	E	Q	M		NIJJ0MNN
533001123986827	A	0		3310000000XX	N	001	S	E	Q	M		NIJJ0MNN

5330011287084	27	A	0	1010000000A2	N	001	S	E	Q	O	NIJJOMNN
5330011290621	27	A	0	3110000000XX	N	001	S	E	Q	M	NIJJOMNN
5330011290622	27	A	0	331XX00000XX	N	001	S	E	Q	M	NIJJOMNN
5330011312274	27	A	0	3310000000XX	N	001	S	E	Q	M	NIJJOMNN
5330011436582	46	A	0	3110000000XX	N	001	C	E	Q	O	GBCC0FGG
5330011454012	27	A	0	331XX00000XX	N	001	S	E	Q	M	NIJJOMNN
5330011454013	46	A	0	3110000000XX	N	001	C	E	Q	O	GBCC0FGG
5330011569467	27	A	0	1010000XXX10	N	001	S	E	Q	O	NIJJOMNN
5330011712922	46	A	0	3310000XXXBE	P	001	S	E	Q	M	NIJJOMNN
5330011814890	27	A	0	3310000000XX	N	001	S	E	Q	M	NIJJOMNN
5330011817497	27	A	0	10100XXXXXD3	N	001	S	E	Q	O	NIJJOMNN
5330011830551	46	A	0	3110000000XX	N	001	C	E	Q	O	GBCC0FGG
5330011830552	27	A	0	1010000000A1	N	001	C	E	Q	O	GBCC0FGG
5330011850338	27	A	0	3310000000XX	N	001	S	E	Q	M	NIJJOMNN
5330011913161	27	A	0	3310000000XX	N	001	S	E	Q	M	NIJJOMNN
5330011932413	46	A	0	3310000000BE	N	001	S	E	Q	M	NIJJOMNN
5330011946087	46	A	0	3110000000XX	N	001	S	E	Q	M	NIJJOMNN
5330011988984	27	A	0	10100XXXXXA1	N	001	S	E	Q	O	NIJJOMNN
5330012086785	46	A	0	31100XXXXXXX	N	001	S	E	Q	M	NIJJOMNN
5330012106261	27	A	0	10100XXXXXD3	N	001	S	E	Q	O	NIJJOMNN
5330012134201	27	A	0	3310000000XX	N	001	S	E	Q	M	NIJJOMNN
5330012142260	27	A	0	3310000000XX	N	001	S	E	Q	M	NIJJOMNN
5330012156237	27	A	0	3310000000XX	N	001	S	E	Q	M	NIJJOMNN
5330012208099	46	A	0	3110000000XX	N	001	S	E	Q	M	NIJJOMNN
5330012238028	46	A	0	3110000000XX	P	001	S	E	Q	M	NIJJOMNN
5330012261868	46	A	0	3110000000XX	N	001	C	E	Q	O	GBCC0FGG
5330012401828	27	A	0	10100XXXXXA2	N	001	S	E	Q	O	NIJJOMNN
5330012424606	27	A	0	3310000000XX	N	001	S	E	Q	M	NIJJOMNN
5330012521398	27	A	0	3310000000XX	N	001	S	E	Q	M	NIJJOMNN
5330012521399	27	A	0	3310000000XX	N	001	S	E	Q	M	NIJJOMNN
5330012523111	46	A	0	33X0000XXXXX	N	001	S	E	Q	M	NIJJOMNN
5330012536593	27	A	0	10100XXXXXA2	N	001	S	E	Q	O	NIJJOMNN
5330012537138	46	A	0	3110000000XX	N	001	S	E	Q	M	NIJJOMNN
5330012586534	46	A	0	3110000000XX	P	001	S	E	Q	M	NIJJOMNN
5330012625412	46	A	0	3310000XXXBE	P	001	S	E	Q	M	NIJJOMNN
5330012798146	46	A	0	3110000000XX	P	001	S	E	Q	M	NIJJOMNN
5330012801785	46	A	0	3110000000XX	N	001	S	E	Q	M	NIJJOMNN
5330013284553	46	A	0	3110000000XX	N	001	S	E	Q	M	NIJJOMNN
5330013416762	46	A	0	3110000000XX	N	001	S	E	Q	M	NIJJOMNN
5330013423707	46	A	0	3310000XXXBE	N	001	S	E	Q	M	NIJJOMNN
5330013494213	46	A	0	3310000XXXBE	N	001	S	E	Q	O	NIJJOMNN
5330013511355	46	Z	0	33100XXXXXXX	N	001	S	E	Q	M	NIJJOMNN
5330013512614	46	A	0	3310000XXXBE	N	001	S	E	Q	O	NIJJOMNN
5330013661188	46	A	0	3110000000XX	N	001	S	E	Q	M	NIJJOMNN
5330013814830	46	A	0	3110000000XX	N	001	S	E	Q	M	NIJJOMNN
5330013814867	46	A	0	3110000000XX	N	001	S	E	Q	M	NIJJOMNN
5330013897012	46	A	0	3110000000XX	N	001	S	E	Q	M	NIJJOMNN

533001391523246	Z	0	33100XXXXXXX P	001	S	E	Q	M		NIJJOMNN
533001391523346	Z	0	33100XXXXXXX P	001	S	E	Q	M		NIJJOMNN
533001397753046	A	0	3310000JBXBE N	001	S	E	Q	M		NIJJOMNN
533001398004346	A	0	3110000000XX N	001	S	E	Q	M	GT	NIJJOMNN
533001399684146	A	0	33X0000XXXXX N	001	S	E	Q	M		NIJJOMNN
533001417324146	A	0	3110000000XX P	001	S	E	Q	M		NIJJOMNN
533001430530246	A	0	3310000JBXBE P	001	S	E	Q	M		NIJJOMNN
533001450733046	A	0	3110000000XX P	001	S	E	Q	M		NIJJOMNN
533001450733446	A	0	3110000000XX P	001	S	E	Q	M		NIJJOMNN
533001454853646	A	0	3310000XXXBE P	001	S	E	Q	M	GM	NIJJOMNN
533001456391046	A	0	4110100000XX P	001	S	E	Q	M		NIJJOMNN
533001460459446	Z	0	33100XXXXXXX P	001	S	E	Q	M		NIJJOMNN
533001466194046	A	0	33X0000XXXXX P	001	S	E	Q	M		NIJJOMNN
533001470963146	A	0	3110000000XX P	001	S	E	Q	M		NIJJOMNN
533001478298546	A	0	33X0000XXXXX P	001	S	E	Q	M		NIJJOMNN
533100492635646	A	0	33X0000XXXXX N	001	S	E	Q	M		NIJJOMNN
533101250251646	A	0	33X0000XXXXX N	001	S	E	Q	M		NIJJOMNN
533101277799946	A	0	33X0000XXXXX N	001	S	E	Q	M		NIJJOMNN
533101277800046	A	0	33X0000XXXXX N	001	S	E	Q	M		NIJJOMNNJ
533101278173946	A	0	33X0000XXXXX N	001	S	E	Q	M		NIJJOMNN
533101351635646	A	0	33X0000XXXXX N	001	S	E	Q	M		NIJJOMNNJ

END OF PACKAGING DATA.

FAR 52.212-1 – INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS
(JULY 2003)

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of Offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3;
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for Acceptance of Offers.*

The offeror agrees to hold the prices in its offer firm for 100 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product Samples.*

When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during pre-award testing.

(e) *Multiple Offers.*

Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

FAR 52.212-1 (Cont'd)

(f) *Late submissions, modifications, revisions, and withdrawals of offers.*

(1) Offerors are responsible for submitting offers, and any modifications, revisions or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract Award* (not applicable to Invitation for Bids).

The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

FAR 52.212-1 (Cont'd)**(h) *Multiple Awards.***

The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) *Availability of Requirements Documents Cited in the Solicitation.*

(1)(i) The Index of Federal Specifications, Standards and Commercial Item Descriptions and the documents listed in it may be obtained for a fee by submitting a request to:

GSA Federal Supply Service Specifications Section
Suite 8100
470 L'Enfant Plaza, SW
Washington, DC 20407
(202) 619-8925
(Fax (202) 619-8978)

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DODISS) and documents listed in it may be obtained from the:

Department of Defense Single Stock Point (DoDSSP)
Building 4D, 700 Robbins Avenue
Philadelphia, PA 19111-5094
Telephone (215) 697-2667/2179
Facsimile (215) 697-1462

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained—

(A) By telephone. (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://dodssp.daps.mil>

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication or maintenance.

(j) *Data Universal Numbering System (DUNS) Number.* (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

ADDENDUM TO FAR 52.212-1:**1. Addendum to 52.212-1(b) Submission of offers.**

See Standard Form 1449 (Continuation Sheet), on page 2, for any specific instructions on how to submit your offer if mailed, hand carried or faxed (when authorized).

- ☐ Faxed offers are NOT authorized for this solicitation.
☒ Faxed offers are authorized for this solicitation.

Facsimile offers that fail to furnish required representations, or information, or that reject any of the terms, conditions and provisions of the solicitations, may be excluded from consideration. Facsimile offers must contain the required signatures. The Government reserves the right to make award solely on the facsimile offer. However, if requested to do so by the Contracting Officer, the apparently successful offeror agrees to promptly submit the complete original signed proposal. The Government will not be responsible for any failure attributable to the transmission or receipt of the facsimile offer.

2. Addendum to 52.212-1(c) Period for acceptance of offers.

- ☒ Period of acceptance is 90 days.

3. Addendum to 52.212-1(e) Multiple offers.

- ☒ Alternative commercial items may not be considered for award on this instant acquisition, however, may be utilized for market research on future requirements.

4. Addendum to 52.212-1(h) Multiple awards.

The items to be acquired under this solicitation are necessary for the Defense Supply Center Philadelphia (DSCP) to support its customers. In order to ensure a constant and sufficient supply of these items, the Government reserves the following rights under this solicitation:

- ☐ The Government intends to make one award.
☒ The Government **may** make more than one award.
☐ Offers may be submitted for quantities less than those specified.

5. Addendum to 52.212-1(j) Data Universal Numbering System (DUNS) Number

The requirement to provide a DUNS number with the offer applies at all dollar values if the offeror is required to register in the Central Contractor Registration (CCR) Database in accordance with DFARS clause 252.204-7004.

Addendum to FAR 52.212-1(Cont'd)

The clauses listed below are incorporated by reference with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a solicitation provision may be accessed electronically at these addresses:

FAR and DFARS: <http://www.acq.osd.mil/dp/dars> ;
DLAD, PROCLTRS and FARS DEVIATIONS: <http://www.dla.mil/j-3/j-336> ;
DSCP: http://www.dscp.dla.mil/contract/dgpa/Part52_Interface.doc

DSCP 52.209-9I02 Responsibility of Offerors (FEB 1970)

DSCP 252.214-9I08 Hand-Carried Offers (MAY 2001)

DSCP 252.215-9I08 Negotiated Solicitations-Responsiveness (NOV 1997)

FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a **fixed price with economic price adjustment** contract resulting from this solicitation.

DSCP 52.217-9I17 SUBMISSION OF SURGE/SUSTAINMENT PLAN (NOV 2000)

NOTE: Each offeror will be required to submit a Surge Plan with its initial offer. An approved Surge Plan will become part of any subsequent contract.

- (a) The offeror is required to submit a Surge Plan to the contracting officer with his proposal. If the offeror has previously submitted an Industrial Capabilities questionnaire (ICQ) to DSCP, (see paragraph (d)), paragraphs below which call for information that is contained in the offeror's ICQ may be addressed by advising the contracting officer to "See Previously Submitted ICQ". It the offeror's responsibility to ensure that all required information is provided.
- (b) Surge Plan must include:
 - (1) a list, by contract number, of Government contracts being performed at the offeror's facility that have a surge provision; also include a description of your level of success in fulfilling surge requirements in existing contracts;
 - (2) a description of your strategies for meeting surge demands described in this solicitation and an explanation of how these strategies will be applied to the items included for surge in this solicitation;
 - (3) to the extent practicable, for any other Government contract, or any commercial contract, which the Offeror has in place on the date of submission of its proposal, the projected impact of the Government's invoking of the surge requirements to be included in the contract that will be awarded pursuant to this solicitation;
 - (4) all skilled labor requirements necessary to support the surge requirements;
 - (5) your Minimum Ordering Quantities, if any, and/or Economic Production Run

Addendum to FAR 52.212-1(Cont'd)

quantities for the items being provided.

(6) your methodology to enable visibility of, monitoring changes in, assessment of, and reporting on your base capabilities and your supplier base capabilities related to surge and sustainment requirements.

(7) a list of surge and sustainment items that may be difficult to provide quickly for initial ramp-up, or to provide at elevated demand levels for sustainment, and the reasons for these difficulties; list proposed solutions for overcoming these difficulties. (Under your price proposal, identify any significant investments (dollars) needed to implement proposed solutions.)

(8) your access to and plans for coordinating distribution (receiving, storing, packaging and issuing) and transportation services needed to meet surge and sustainment requirements, including agreements with suppliers of these services and time frames for services provided.

(9) your agreements with suppliers that reflect access to supplier base resources, including commitments to hold rotating amounts of assets, and time frames for delivering these assets; also list commitments to provide access to production capabilities, and time frames for this access.

(c) Failure to provide a Surge Plan may render the offeror's proposal unacceptable.

(d) The offeror may obtain a copy of the Industrial Capabilities Questionnaire by contacting Ms. Linda Harrison of the General and Industrial Readiness Commodity Business Unit (CBU), DSCP-IR. Industrial Capability information may be submitted electronically via the World Wide Web Industrial Capabilities Assessment Program (WICAP) at the following DLA website:
<http://dscp123.dscp.dla.mil/wicap/> Browsers required are Internet Explorer 4.0 and above, or Netscape 3.0 and above.

A listing of surge items, quantities and delivery time frames is attached to the Addendum to FAR 52.212-4. This listing will be reassessed by the government periodically, with any updates to be relayed to the contractor within 3 calendar days.

(End of Provision)

Addendum to FAR 52.212-1 (Cont'd)**DSCP 52.217-9I19 NOTICE OF SURGE OPTION REQUIREMENT (NOV 2000)**

The Surge Option Requirement clause contained elsewhere in this solicitation lists the quantity of an item required at successive thirty-day intervals after notification by the Contracting Officer that the surge option is being exercised. If the offeror takes exception to either the quantity or the schedule, he must note the exception(s) in his proposal. Since the Government reserves the right to make an award without discussions, a proposal that does not satisfy the criteria set forth in the Surge Option Requirement clause may be considered unacceptable

DSCP 52.216-9I26 ELECTRONIC DATA INTERCHANGE (EDI) (JUL 1998)

(i) The Contractor shall list in the space provided below the name and address of the VAN that shall be used for the EDI transactions provided for under this contract. Any change in the VAN listed below must be approved by the Contracting Officer, in writing, prior to any change-over.

NOTE: Paragraph (h), as it appears in the DSCP Local Clauses, is deleted and replaced by the following:

(h) Information regarding EDI is available at World Wide Web URL at saso.dscp.dla.mil/ipu/acquisition/pe/flash.htm

DSCP 52.215-9I12, NOTICE: AUTOMATED BEST VALUE SYSTEM (ABVS) PROGRAM (DEC 1999)

DLAD 52.217-9002 CONDITIONS FOR EVALUATION AND ACCEPTANCE OF OFFERS FOR PART NUMBERED ITEMS (NOV 1999)

(a) The product described by the manufacturer's name and part number or by the manufacturer's name and part number as modified by additional requirements referred to in the Procurement Identification Description (PID) of this solicitation is that product which the Government has determined to be acceptable. All Offerors must indicate below whether they are offering the exact product or an alternate product and must furnish the data required for whichever is applicable. EXACT PRODUCT means the identical product described by the manufacturer's name and part number cited in the PID, modified (if necessary) to conform to any additional requirements set forth in the PID, and manufactured by or under the direction of the manufacturer cited in the PID. Any product not meeting these criteria is considered an ALTERNATE PRODUCT even though it may be manufactured in accordance with the drawings and/or specifications of the manufacturer cited in the PID. In either case, any product offered must be either identical to or physically, mechanically, electrically and functionally interchangeable with the product cited in the PID including additional requirements referred to in the PID, if any.

Exact Product - Applicable to CLIN(s) _____

Alternate Product - Applicable to CLIN(s) _____

(b) EXACT PRODUCT. If the exact product is offered, any Offeror other than the manufacturer cited in the PID must furnish, when requested by the Contracting Officer, evidence that the product being offered is that product described by the manufacturer's name and part number specified in the PID. Such evidence may be an invoice or other correspondence from the manufacturer cited in the PID, evidence sufficient to establish the identity of the product and its manufacturing source. In addition, if the product is manufactured FOR the manufacturer cited in the PID, evidence of approval and acceptance by the manufacturer cited in the PID must also be furnished.

(c) ALTERNATE PRODUCT. - No Data.

(1) This Agency has no data available for use in the evaluation of the acceptability of alternate products offered. If an alternate product is offered, the Offeror must furnish with its offer legible copies of all drawings, specifications, or other data necessary to clearly describe the characteristics and features of the alternate product being offered. Data submitted must cover design, materials, performance, function, interchangeability, inspection and/or testing criteria, and other characteristics of the offered product. In addition, the Offeror must furnish drawings and other data covering the design, materials, etc., of the exact product cited in the PID sufficient to enable the Government to determine that the Offeror's product is equal to the product cited in the PID.

DLAD 52.217-9002 (Cont'd)

(2) Notwithstanding the above, when the offered product is to be manufactured in accordance with the data the Offeror has obtained from elsewhere within the Government, the Offeror shall either furnish the detailed data as specified in paragraph (c)(1) with the offer, or supply a description of the data package in its possession, i.e.,

basic data document and revision, the date the data was obtained and from whom (Government agency/activity). If the Offeror does not furnish the detailed data with its offer, this contracting office will be unable to begin evaluation of the offered product until such time as the detailed data can be obtained from the Government agency/activity possessing the data.

(d) If the product offered has previously been furnished to the Government or otherwise previously evaluated and approved, indicate in the space provided below the contract

and/or solicitation number under which the product was furnished or approved. If the product was furnished or evaluated and approved by a contracting activity different from the one issuing this solicitation, then so indicate in the space provided. However, Offerors are advised that this contracting office may not have access to records of another activity or other information sufficient to reasonably determine the offered product's acceptability. Therefore, the information requested by paragraph (c) or (e) above, whichever is applicable for the offered product, should be furnished with the offer.

CLIN No(s) _____ have been previously furnished or evaluated and

approved under contract/solicitation number _____

(e) Offers based upon items previously reverse engineered may be considered provided an adequate data package is furnished. Additionally, the Offeror must provide: traceability which establishes that the offered item represents the item is specified in the PID (i.e., invoiced from an Original Equipment Manufacturer (OEM) or submission of samples having OEM markings), number of samples that were examined, the process/logic used, and raw data (measurements, lab reports, test results) used to prepare drawings or specifications for the offered item. The Offeror should also provide any additional evidence that indicates the reverse engineered item will function properly in the end item and any evidence that life cycle/reliability considerations have been analyzed.

(f) Whether the exact or an alternate product is offered, the Offeror must insert in the space(s) provided in Section B of the Schedule (under the heading "Offer based on:") the manufacturer's name and part number being offered.

(g) Failure to furnish adequate data and/or information as prescribed in paragraph (b) (c), or (e) above (when required) within a reasonable period of time will preclude consideration of the offer. The Agency will make every reasonable effort to determine, prior to award, the acceptability of the products offered which meet the dollar savings threshold shown below, and/or which have a reasonable chance to receive an award based

DLAD 52.217-9002 (Cont'd)

on price offered. Generally, the Agency will not evaluate alternate offers not meeting the dollar threshold. The savings potential is based on the cost of evaluation (\$200.00 if only a local technical evaluation is involved, or \$900.00 if the alternate offer must be forwarded to an Engineering Support Activity for evaluation). If the Agency determines that an evaluation cannot be completed before the expected contract award date due to urgent requirements for the item, the alternate offer will not be considered for the present procurement, but will still be evaluated for technical acceptability for future procurements for the same item. For alternate offers not evaluated, the Offeror's complete technical data package will be returned.

(h) If Offerors desire to restrict the Government's use of data submitted for evaluation, the data must bear the appropriate legends as prescribed by FAR 52.215-12. In the event an award is made to an Offeror submitting data without the appropriate legend, the Government will have unlimited rights to its use as defined in DFARS 252.227-7013.

[] ALTERNATE I - ADEQUATE PROPRIETARY DATA (JAN 1992)

It has been determined that the Defense Industrial Supply Center has adequate data available for evaluation. Insert the following paragraph (c) in lieu of paragraph (c) of the basic provision:

(c) Alternate Product - Adequate Proprietary Data

The Defense Industrial Supply Center possesses adequate drawing and/or specifications for the exact product as cited in the PID, but such data are proprietary and shall be used only for evaluation purposes. If an alternate product is offered, the Offeror must furnish with its offer legible copies of all drawings, specifications or other data necessary to clearly describe the characteristics and features of the alternate product being offered. Data submitted must cover design, materials, performance, function, interchangeability, inspection and/or testing criteria and other characteristics of the offered product.

FAR 52.212-2 EVALUATION – COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following technical (i.e.; non-price) factors, listed in descending order of importance, shall be used to evaluate offers:

() Past Performance

Technical factors are:

- () Significantly more important than cost or price
- (X) Essentially equal to cost and price
- () Significantly less important than cost or price

Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced.

(b) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of Provision)

Addendum to FAR 52.212-2**DSCP 52.215-9I14 EVALUATION OF PAST PERFORMANCE UNDER THE AUTOMATED BEST VALUE SYSTEM (ABVS) PROGRAM DEC 1999)**

(a) In addition to price and other related factors, offers on this acquisition will be subject to the Defense Logistics Agency's (DLA) ABVS program, an automated system which collects and analyzes offerors' past performance history and assigns a numeric score. In accordance with the program, which is described in clause L059, NOTICE: Automated Best Value System (ABVS) Program, located elsewhere in this solicitation, the Contracting Officer will make a comparative assessment of performance risk by considering offerors' scores and evaluated prices, and make an award to the firm whose offer represents the greatest value to the Government.

(b) For this acquisition, price and performance factors will be evaluated equally.

(c) For this acquisition, the performance factor considers quality performance and delivery performance as equal.

DSCP 52.217-9I04 EVALUATION OF OPTIONS WITH EPA (JUL 1992) (III)

Evaluation procedures for Option provisions utilizing the Economic Price Adjustment are contained in DISC Clause I042, Option to Extend the Term of the Contract – Notice of EPA Provision, or DISC Clause I134, Option to Extend the Term of Requirements Contract – Notice of EPA Provision (Alternate), whichever is included elsewhere in this solicitation.

DSCP 52.217-9I18 EVALUATION OF SURGE/SUSTAINMENT PLAN (JAN 1999)

The Government will evaluate each offeror's ability to increase its production, if the offeror is a manufacturer, or to have production under the contract increased, if the offeror is other than a manufacturer, to meet surge and sustainment requirements that arise during contract performance. Surge/Sustainment Plans submitted will be evaluated in accordance with the Addendum to FAR 52.212-1 of this solicitation.

DSCP 52.247-9I10 F.O.B. ORIGIN AND/OR DESTINATION (APR 1984)

Terms of delivery, F.O.B. Origin and F.O.B. Destination are stated elsewhere in this solicitation. With respect to all items, all bids (offers) are invited only on the basis of F.O.B. Destination.

**FAR 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS –
COMMERCIAL ITEMS (JUNE 2003)**

(a) *Definitions.* As used in this provision:

“Emerging small business” means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

“Forced or indentured child labor” means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Service-disabled veteran-owned small business concern”---

(1) Means a small business concern---

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16). “Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Veteran-owned small business concern” means a small business concern---

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S. C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror’s relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements

FAR 52.212-3 (Cont'd)

described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN).*

- ☐ TIN: _____
☐ TIN has been applied for.
☐ TIN is not required because:
☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
☐ Offeror is an agency or instrumentality of a foreign government;
☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

(4) *Type of Organization.*

- ☐ Sole proprietorship;
☐ Partnership;
☐ Corporate entity (not tax-exempt);
☐ Corporate entity (tax exempt);
☐ Government entity (Federal, State, or local);
☐ Foreign government
☐ International organization per 26 CFR 1.6049-4;
☐ Other _____

(5) *Common Parent.*

- ☐ Offeror is not owned or controlled by a common parent;
☐ Name and TIN of common parent:
 Name _____
 TIN _____

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.*

The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

FAR 52.212-3 (Cont'd)

NOTE: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold (i.e. \$100,000.00).

(6) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is a women-owned business concern.

(7) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) *Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program.* (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it ☐ is, ☐ is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

<u>Number of Employees</u>	<u>Average Annual Gross Revenues</u>
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 - 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 - 250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251 - 500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501 - 750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751 - 1,000	<input type="checkbox"/> \$10,000,001-\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program – Disadvantage Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) *General.* The offeror represents that either -

(A) It ☐ is, ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control

FAR 52.212-3 (Cont'd)

has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ☐ has, ☐ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(10) *HUBZone small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that –

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation

(d) *Representations required to implement provisions of Executive Order 11246--*

(1) *Previous Contracts and Compliance.* The offeror represents that--

(i) It ☐ has, ☐ has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation; and

(ii) It ☐ has, ☐ has not, filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that--

(i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.)

By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or

FAR 52.212-3 (Cont'd)

attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) *Buy American Act Certificate*. (The certificate at DFARS 252.225-7000 or 7006 shall be completed if it is provided as an Attachment to FAR 52.212-3).

(g) *Buy American Act - North American Free Trade Agreements – Israeli Trade Act Certificate, Alternates I and II – Trade Agreements Certificate*. (The certificate in DFARS 252.225-7035 shall be completed if it is provided as an Attachment to 52.212-3.)

(h) *Certification Regarding Debarment, Suspension or Ineligibility for Award* (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ☐ Have, ☐ have not, within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products* (Executive Order 13126). {The Contracting Officer must list in Paragraph (j)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).}

(1) Listed end products.

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____

(2) Certification. {If the Contracting Officer has identified end products and countries of origin in paragraph (j)(1) of this provision, then the offeror must certify to either (j)(2)(i) or (j)(2)(ii) by checking the appropriate block.}

☐ (i) The offeror will not supply any end product listed in paragraph (j)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (j)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

ALTERNATE I (APR 2002) As prescribed in 12.301(b)(2), add the following paragraph (c) (11) to the basic provision:

FAR 52.212-3 (Cont'd)

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.) *[The offeror shall check the category in which its ownership falls]:*

- ☐ Black American
- ☐ Hispanic American
- ☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians)
- ☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia, (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Somoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- ☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- ☐ Individual/concern, other than one of the preceding.

[Alternate II is not applicable at this time to DoD contracts.]

Addendum to FAR 52.212-3**DFARS 252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)****DSCP 52.215-9I03 PLACE OF PERFORMANCE-INSPECTION AND SHIPPING POINT (AUG 1985)**

Bidders/Offerors shall set forth the following information (failure to complete information may be cause for rejection of the offer):

The name and location of the MANUFACTURING FACILITY where the supplies offered are to be produced, or (if offered from stock) have been produced. Dealers are cautioned to cite manufacturing plants only. If more than one plant is specified, information must be submitted as to the amount or extent of work to be done in each plant listed. With respect to each plant shown,

the information furnished must be sufficient to identify the name and address of the owner and operator , if other than offeror.

ITEM NO.	PLANT NAME AND ADDRESS
_____	_____
_____	_____
_____	_____

(b) Are the supplies to be furnished from stock? () Yes () No

(c) Location where Bidder/Offeror would prefer to offer supplies for Government inspection (if other than as shown under 1 above) in the event that Government inspection is to be performed prior to delivery at destination.

(1) Material Inspection

ITEM NO.	PLANT NAME AND ADDRESS
_____	_____
_____	_____
_____	_____

(2) Packaging, Packing and Marking Inspection

ITEM NO.	PLANT NAME AND ADDRESS
_____	_____
_____	_____
_____	_____

However, the Government reserves the right to inspect and test all supplies at any other place in accordance with the clause entitled Inspection of Supplies-Fixed Price, FAR 52.246-2.

Addendum to FAR 52.212-3 (Cont'd)

The performance of any work contracted for in any place other than that named above is prohibited unless approved in writing in advance by the Contracting Officer. Full responsibility for fulfillment of the contract will remain with the contractor.

Paragraphs (d) and (e), and paragraph (f) if marked, apply to offers solicited and submitted on the basis of FOB Origin-Shipment on Government Bill of Lading.

(d) Identify below the shipping point at or near Contractor's or Subcontractor's plant.

ITEM NO.	SHIPPING POINT
_____	_____
_____	_____
_____	_____

PRIVATE RAIL SIDING

() Yes (state name of carrier)

() No (state name and address of the nearest rail siding and the carrier.)

(e) With respect to FOB Origin Offers, Shipment on Government Bill of Lading Offers, the following shall apply:

Subject to the exception provided in (3) below with respect to Alaska and Hawaii, if the destination or tentative destination is within the contiguous 48 states of the continental United States, offerors proposing to furnish supplies originating from outside the said contiguous 48 states or Canada must designate a shipping point within the contiguous 48 states.

- (1) Subject to the exception provided in (3) below with respect to Alaska and Hawaii, if the destination or tentative destination is within the states of Alaska or Hawaii, or within Puerto Rico, or within a possession of the United States, offerors
- (2) proposing to furnish supplies originating from outside the contiguous 48 states of the continental United States or Canada must designate a shipping point within Alaska or Hawaii, within Puerto Rico, or within the possession of the United States, respectively, or within the contiguous 48 states.
- (3) **SPECIAL RULE FOR ALASKA AND/OR HAWAII.** If the destination or tentative destination is outside Alaska or Hawaii, offerors proposing to furnish supplies originating within Alaska or Hawaii, must designate as the shipping point(s) the port(s) of loading in Alaska or Hawaii, respectively. This rule applies equally to shipments made from Alaska to Hawaii and vice versa. (see FAR Clause 52.247-29 entitled "FOB Origin")

Addendum to FAR 52.212-3 (Cont'd)

- (4) In (1), (2) or (3) above, the price offered must be a delivered price to the shipping point named, and must include all applicable import duties. It shall be the responsibility of the contractor to provide all necessary facilities and assistance for the performance of the required Government inspection at said shipping point. The contractor's responsibilities from the shipping point shall be as defined in the FOB Origin provisions of this contract. Offers submitted on any other basis will be rejected as non-responsive. Offeror is cautioned to indicate the FOB Origin point on which the offer is based.

The following paragraph is applicable only if preceded by an "X" in the block provided therefore:

_____(f) Since this solicitation is for requirements contracts (and does not cover a fixed quantity), the offeror, in naming a shipping point in paragraph (d) above, is cautioned as follows:

- (1) It should not show a quantity applicable to any shipping point named in the offer. If a quantity is shown by the offer as applicable to a named shipping point, said quantity will be disregarded for offer evaluation purposes.

(2) It should not, with respect to any single item, or lot, as applicable, show more than one shipping point. If more than one shipping point is shown by the offeror with respect to any single item/lot, the Government will evaluate the offer for said item/lot on the basis of delivery solely from the point or plant where cost of transportation is most favorable to the Government.

DLAD 52.233-9001 DISPUTES: AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (JUN 2001)

(a) The parties agree to negotiate with each other to try to resolve any disputes that may arise. If unassisted negotiations are unsuccessful, the parties will use alternative dispute resolution (ADR) techniques to try to resolve the dispute. Litigation will only be considered as a last resort when ADR is unsuccessful or has been documented by the party rejecting ADR to be inappropriate for resolving the dispute.

(b) Before either party determines ADR inappropriate, that party must discuss the use of ADR with the other party. The documentation rejecting ADR must be signed by an official authorized to bind the contractor (see FAR 52.233-1), or, for the Agency, by the contracting officer, and approved at a level above the contracting officer after consultation with the ADR Specialist and with legal counsel (see DLA Directive 5145.1). Contractor personnel are also encouraged to include the ADR Specialist in their discussions with the contracting officer before determining ADR to be inappropriate.

(c) If you wish to opt out of this clause, check here []. Alternate wording may be negotiated with the contracting officer.

Addendum to FAR 52.212-3 (Cont'd)(a) *Definitions.*

As used in this clause –

(1) “Foreign person” means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) “United States person” is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) *Certification.*

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it –

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) *Representation of Extent of Transportation by Sea.* (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term “supplies” is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation. The Offeror represents that it –

_____ Does anticipate that supplies will be transported by sea in performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(2) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting clause will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

DFARS 252.225-7020 TRADE AGREEMENTS CERTIFICATE (APR 2003)

(a) *Definitions.* “Caribbean Basin country end product”, “designated country end product”, “NAFTA country end product”, “nondesignated country end product”, “qualifying country end product”, and “U.S.-made end product” have the meanings given in the Trade Agreements clause of this solicitation.

(b) *Evaluation.* The Government –

Addendum to FAR 52.212-3 (Cont'd)

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will consider only offers of end products that are U.S.- made, qualifying country, designated country, Caribbean Basin country, or NAFTA country end products, unless the Government determines that -

- (i) There are no offers of such end products;
- (ii) The offers of such end products are insufficient to fulfill the Government's requirements; or
- (iii) a national interest exception to the Trade Agreements Act applies.

(c) *Certifications and identification of country of origin.*

(1) For all line items subject to the Trade Agreements clause of this solicitation, the offeror certifies that each end product to be delivered under this contract, except those listed in paragraph (c)(2) if this provision, is a U.S.-made, qualifying country, designated country, Caribbean Basin country, or NAFTA country end product.

(2) The following supplies are other nondesignated country end products:

(insert line item number)

(insert country of origin)

**DFARS 252.225-7000 BUY AMERICAN ACT - BALANCE OF PAYMENTS
PROGRAM CERTIFICATE (APR 2003)**

(a) *Definitions.*

“Domestic end product,” “foreign end product,” “qualifying country,” and “qualifying country end product,” have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) *Evaluation.*

The Government -

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) *Certifications and identification of country of origin.*

(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that--

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(3) The offeror certifies that the following end products are qualifying country end products:

Addendum to FAR 52.212-3 (Cont'd)

Line Item Number

Country of Origin

(3) The following end products are other foreign end products:

Line Item Number

Country of Origin (If known)

DFARS 252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (NOV 1995) DFARS

(a) Definitions.

As used in this clause –

(1) “Foreign person” means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) “United States person” is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it –

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term “supplies” is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation. The Offeror represents that it –

_____ Does anticipate that supplies will be transported by sea in performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting clause will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.